

THE STATE OF TEXAS

BID # S50-L23510

COUNTY OF HARRIS

ORDINANCE # 10-0666
CONTRACT # 4600010369

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR PEST CONTROL SERVICES FOR VARIOUS DEPARTMENTS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), City as "a Texas Home-Rule City and **TERMINIX INTERNATIONAL COMPANY, L.P.** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Terminix International Company, L.P.
Bernard Ross
11777 W. Sam Houston Pkwy S., Suite "B"
Houston, TX 77031
Phone: **713-492-1408**
Fax: **281-495-7291**
E-Mail: **bross@terminix.com**

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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3.0 PARTS INCORPORATED:

3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS:

4.1 If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

5.0 DEFINITIONS:

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

6.0 SIGNATURES:

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

TERMINIX INTERNATIONAL COMPANY, L.P.

WITNESS (if not a corporation):

By: Bernard Ross
Name: BERNARD ROSS
Title: REGIONAL ACCOUNT MANAGER

By: Tracy Vrooman
Name: Tracy Vrooman
Title: Regional Accounts Manager
Federal Tax ID Number: 36-3478837

ATTEST/SEAL:

[Signature]
City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

[Signature]
Mayor Madeline D. Apfel

APPROVED:

[Signature]
City Purchasing Agent

COUNTERSIGNED BY:

[Signature]
City Controller [Signature]

DATE COUNTERSIGNED:

8-24-10

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

8-5-10
Date

[Signature]
Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B" & "BB"

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

2.2 INDEMNIFICATION:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR

SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY

3.0 INDEMNIFICATION PROCEDURES:

3.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay .

3.3 Defense of Claims

3.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

4.0 INSURANCE:

4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

4.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)

4.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.0 **WARRANTIES:**

5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

5.2 With respect to any parts and goods furnished by it, Contractor warrants:

5.2.1 that all items are free of defects in title, material, and workmanship,

5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 **LICENSES AND PERMITS:**

6.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

7.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

8.0 MWBE COMPLIANCE:

8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

9.2.1 a copy of its drug-free workplace policy,

9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,

9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor

shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 12.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

III. DUTIES OF CITY

1.0 **PAYMENT TERMS:**

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 **TAXES:**

- 2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 **METHOD OF PAYMENT:**

- 3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 **METHOD OF PAYMENT - DISPUTED PAYMENTS:**

- 4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 **LIMIT OF APPROPRIATION:**

- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$172,578.00** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

“NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS”

By the signature below, the City Controller certifies that, upon the request of the responsible

director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES:

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
 - 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
 - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - 6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment,

and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS:

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

- 4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in

Section III unless the fees exceed the allocated funds remaining under this Agreement.

- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY:

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
or
 - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE:

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY:

3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT:

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT:

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only

by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS:

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES:

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER:

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS:

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES:

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL:

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST:

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS:

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE:

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT:

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

EXHIBIT "A" DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"
SCOPE OF WORK

1.0 SCOPE OF WORK

- 1.1 The Contractor shall provide pest control services at the facilities listed in Exhibit BB, work locations. Contractor shall coordinate the performance of its pest control services with the Director or his/her designated representative.
- 1.2 The Contractor shall furnish all personnel, supervision, labor, reports, records, equipment, tools, materials, supplies, chemicals, license, and permits (including fees for license, permits, and travel) necessary to provide pest control services in a safe manner and in accordance with the most recent and effective scientific pest control procedures. The Contractor shall comply with all rules, regulations, and laws established by any state or federal regulatory or legislative body having jurisdiction over the facilities owned/managed by the city and covered by/under the Agreement.
 - 1.2.1 The Contractor's performance shall be in accordance with the highest quality standard prevailing in the pest control industry.
 - 1.2.2 The Contractor shall use a wide variety of techniques including monitoring and the use of a predetermined hierarchy of pest management choices, formulations, and application techniques, to minimize exposure and potential risk to the environment.
 - 1.2.3 At the request of the Director or designee, the Contractor shall modify its treatment schedule, order, and time of facility treatment and/or the chemicals to be used in a specific facility or facilities.
 - 1.2.4 Before the Contractor makes an application, it shall notify the division or section where work will be performed of any precautionary actions to be undertaken by that division or section.
 - 1.2.5 Application of all materials will be made in a manner which is:
 - 1.2.5.1 Consistent with label instructions.
 - 1.2.5.2 Does not cause or tend to cause damage to non- target areas or property.
 - 1.2.5.3 Does not cause adverse effects or harm to humans or the environment.
 - 1.2.6 All chemicals used by the Contractor must be non-flammable and must be secured when unattended.
 - 1.2.7 The Contractor shall remove and dispose of all excess and/or unneeded chemicals, materials, or equipment after applications are completed in a manner prescribed by State and federal regulations.
 - 1.2.8 Use of non-pesticide prevention and treatment methods are the preferred approaches for pest suppression.
 - 1.2.9 Upon request of the Director or designee, the Contractor shall provide competent technical and professional advice on pest control problems pertaining to facilities. The Contractor shall attend meetings determined to be necessary by the Director/designee.
 - 1.2.10 Where it is evident that safety, reliability, or efficiency can be improved through capital investment in equipment, the Contractor shall call such matters to the attention of the user department Director or designee, in writing, for his consideration and action. The Director's decision in the matter shall be final.

2.0 BASIC SERVICES

- 2.1 The Contractor shall perform pest control services for extermination of pests including, but not limited to ants, crickets, earwigs, fleas, flies, pill-bugs, roaches, scorpions, silverfish, spiders, ticks, and wasps; rodent pests (mice, rats); possums, reptile pests (snakes); mollusk pests (snails, slugs). The Work shall include inspecting, identifying, monitoring, evaluating, trapping, choosing an appropriate method of control, and proper disposal. The Contractor's pest control services must take advantage of all available options to control indoor populations of these pests and any other pests not specifically excluded herein. Populations of these pests that are located outside of the specified buildings are included. The Contractor's pest control procedures must include mechanical, physical, alternative-chemicals, and biological strategies as a means of reducing the use of toxic chemical pesticides. When chemical pesticides are used, the "least toxic, least environmental impact" alternative must be chosen.
- 2.2 Routine inspections and accurate inspections of pests are a vital step in the Contractor's pest control services to ensure control methods will be effective. Monitoring includes inspecting areas for pest evidence, entry points, food, water, harborage sites, and estimating pest population levels to determine methods for control and actions that can be taken in the way of prevention. When habitat modifications require exclusion, repair, and sanitation efforts, the Contractor shall bring such steps to the attention of the Director of the Department for consideration.
- 2.3 The extermination and control of termites is not included in Basic Services; however, the Contractor is required to inform the Facility Manager of any facility serviced which has an indication of termite infestation. Termites, carpenter ants, other wood-destroying organisms, and all other vertebrates other than rodents will be considered in the Other Work/Services section of this Agreement, except individual pests that are incidental invaders inside buildings and are accordingly covered under Basic Services.
- 2.4 The Contractor shall perform these Pest Control Services at each facility listed in Work Locations (Exhibit BB), a minimum of once per month unless otherwise indicated where service shall be performed once every other month or twice monthly. The Contractor shall make its initial treatment of the facilities within 15 days of receiving the Notice to Proceed. The Contractor shall provide pest control services in a professional manner with the least possible inconvenience to personnel, tenant personnel (i.e. airlines, concessions, etc.), Airport patrons, and other users of the facilities to be treated.
 - 2.4.1 Areas to be treated include but are not limited to
 - 2.4.1.1 Offices & all other support areas
 - 2.4.1.2 Public areas, i.e., conference rooms, lobbies, corridors, concourses
 - 2.4.1.3 Restrooms, lounges, locker rooms, dressing rooms.
 - 2.4.1.4 Security posts
 - 2.4.1.5 Elevators and elevator mechanical rooms
 - 2.4.1.6 Traps, storage areas, mechanical and electrical rooms, janitor closets, stairwells, central plants, tunnels, etc.
 - 2.4.1.7 Loading docks and receiving areas.
 - 2.4.1.8 Main entrances and exits.
 - 2.4.1.9 Exterior perimeter of buildings.
 - 2.4.1.10 Dumpster locations.
 - 2.4.1.11 Warehouses, (Inside and Outside Storage Areas)
 - 2.4.2 Extensive mosquito control is not required in the parking garages, warehouses, (Inside and Outside Storage Areas), Jail area (prisoner holding areas), Dumpsters and any other type of trash receptacles.

3.0 WORK WEEK/HOURS

- 3.1 The normal work week for providing the services under the Agreement shall be Monday through Friday, 52 weeks per year, excluding City holidays. Any change in the work week for Basic Services, shall be only by mutual Agreement (immediately confirmed in writing) between the Contractor and the user department Director. The Contractor's normal hours for providing pest control services shall be between 8 a.m. and 5 p.m., Monday through Friday.
- 3.2 The Contractor shall perform Work on a work schedule acceptable to the user department Director and schedule shall be submitted in advance for approval.
- 3.3 Complaints and extra service requirements between scheduled visits must be handled within 24-hour period after notification and are to be at no additional cost to the City

4.0 INTERIM SERVICES

- 4.1 The Contractor shall provide, upon request from the user department Director or designee and at no additional cost to the City, all labor, travel and materials for interim pest control services to treat pest problem areas between scheduled treatments. The Contractor shall respond by the next normal working day (between 6 a.m. to 6 p.m., Monday through Friday), or as otherwise agreed to by the Contractor and the Director. The Contractor shall provide Departments with a telephone number to reach the Contractor via a live voice or answering service to ensure a response to department service calls within 1 hour.

5.0 EMERGENCY SERVICES

- 5.1 The Contractor shall provide all tools, travel, equipment, labor, supervision, and materials necessary for Emergency Pest Control Services. The Contractor shall provide Emergency Pest Control Services upon emergency request from the Director. An emergency request shall be at the Director's discretion. The Contractor shall respond on site to a request and evaluate an emergency situation within 1 – 4 hours. **All work done outside of normal hours is considered special services.**
- 5.2 The Contractor shall provide Pest control services on an emergency basis for:
 - 5.2.1 Pest control problems covered by the Basic Services section (Section 2.0) within the Agreement, at no additional cost to the City.
 - 5.2.2 Pest Control problems including, but not limited to the services described in the Other Work/Services section of the Agreement (Section 8.0). Compensation to the Contractor for the performance of these services shall be based on the fees listed in the Contract Fee Schedule.
- 5.3 The Contractor shall be available to respond to an emergency request twenty-four (24) hours per day, 365 days per year, including holidays. The Contractor shall provide each department with a telephone number that can reach the Contractor twenty-four (24) hours per day, 365 days per year, including holidays. Failure to answer a call will not relieve the Contractor of responsibility.

6.0 LICENSES AND PERMITS

- 6.1 The Contractor shall be responsible for determining and securing, at his expense, any and all licenses and permits which are required in any manner connected with providing the Work under the Agreement. Such fees, unless otherwise specified shall be included in the unit price bid for the specific service/work. The Contractor shall notify the Director in writing at any time during the Agreement Term, within ten (10) days of any of the following:
 - 6.1.1 The Contractor's receipt of any written complaint filed with the Texas Structural Pest Control

Board.

6.1.2 The suspension, revocation, or refusal to renew Contractor's Structural Pest Control Business License.

6.1.3 The suspension, revocation, or refusal to renew the Certified Applicator License of any Contractor Employee holding such license.

6.2 The Contractors are encouraged to submit copies of licenses with bid package. However, if not enclosed and if requested by the City, copies of the required licenses and permits shall be provided within 5 days after notification from the city to do so.

7.0 ON-SITE INSPECTION/LOCAL CONDITIONS

7.1 The accuracy of the interpretation of the facts disclosed by on-site inspection or other preliminary investigation is fully the Contractor's responsibility. The Contractor represents that it or its agent has inspected the work locations and familiarized itself fully with local conditions. Failure to do so, when providing the work specified depends on knowledge of local conditions, shall not be considered sufficient cause for additional compensation to the Contractor. Execution of the Agreement shall be considered evidence that the Contractor has satisfied itself concerning all the local conditions related to the work locations and has ascertained either by inspection, investigation, measurement, or otherwise, all circumstances, procedures and requirements affecting the Work as specified herein. The Contractor shall be conclusively presumed to have read and be familiar with the specifications contained herein and no claim for adjustment of the provisions of the Agreement awarded shall be honored on the basis that the Contractor was not fully informed as to the conditions which exist.

8.0 OTHER WORK/SERVICES

8.1 Within the general scope of the Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Services of the Agreement.

8.2 Other Work/Services will be requested in writing by the Director by means of a Work Order. Should the Other Work/Service require immediate performance from the Contractor, a verbal request immediately backed up by a written request shall be acceptable. Other Work/Services shall be performed in accordance with all requirements and specifications of the original Agreement plus any special provisions issued to execute the work. The time of performance shall be by mutual Agreement between the Contractor and the Director, unless otherwise specified by the Director. Compensation for Other Work/Services shall be in accordance with the appropriate fees listed in the Contract fee schedule. These fees shall include all costs for personnel, supervision, travel, equipment, tools, materials, and supplies. If costs are not provided, costs will be as mutually agreed upon between City and Contractor. When the Other Work/Services is done by the on-site crew in conjunction with Contractor's regular duties, the Contractor shall not receive additional compensation for the labor. When Other Work/Services have been accomplished, a copy of the Director's written request (Work Order) shall accompany the monthly invoice.

8.3 Other Work/Services include, but are not limited to, the following additional pest control services:

8.3.1 Termite Control - to be quoted per linear foot with a 20' minimum per call.

8.3.2 Termite Control – to be quoted per linear foot.

8.3.3 Termite Inspection Service (per call out).

8.3.4 Bee Swarm Control & Extermination which means killing the bees/wasps.

- 8.3.5 Control of avian pests (birds) that interfere with the use of facilities, pose a potential human health hazard, or pose a threat to property or the environment in infested areas at locations.
- 8.3.6 Lice Exterminating.
- 8.3.7 Trapping and the humane removal of animals such as raccoons, cats and other such nuisance animals from City Premises.
- 8.3.8 Additional locations or increased square footage of existing locations.
- 8.3.9 Mosquito Control Fogging – Spray and treat for mosquitoes in all ditches, fence lines, bushes and grassy areas; in and around buildings and parking areas, and other areas as designated per four hour period, Fogging – To exterminate adult flying mosquitoes. The Contractor shall provide personnel, transport vehicle, and chemicals according to manufacturer's label (Pyronyl - Piperonyl Butoxide, Pyrethrins or approved equal).
- 8.3.10 Mosquito Control Baiting – Spray and treat for mosquitoes in all ditches, fence lines, bushes and grassy areas; in and around buildings and parking areas, and other areas as designated per square foot. Baiting – Manual Application, to treat the larva stage of mosquitoes. The Contractor shall provide personnel, equipment, and chemicals according to manufacturer's label (Larva-Lur or approved equal).
- 8.3.11 Bat Abatement - Bat abatement shall include application of non-hazardous chemical to repel bats and force them to evacuate the area. The application of chemicals shall be used to get rid of odor from bat waste. The Contractor shall seal areas of infestation and exclusion of building in the areas where bats are present. The Contractor shall remove all waste in accordance with all applicable City, State, and Federal laws. Removal of bats shall be in a safe and humane way as not to harm bats. Sealing of openings found that allow access for infestation of facility. The Contractor shall provide a 4 month follow-up of services to insure infestation of bats do not re-occur. All chemical, manpower, equipment, material, tools and associated items to secure facility shall be provided with quote for services to be performed.

8.4 Any charge for termite inspection shall be credited to the cost of treatment, if treatment is approved by the department.

9.0 WORK VERIFICATION

9.1 When scheduled for work, the Contractor's personnel shall check in at the offices of the Facility Managers. The Contractor shall present daily work orders or schedule with a brief description of the work to be performed. At that time, additional instructions, if any, will be provided. When the work is completed, or upon cessation of work, the Contractor shall return to the Facility Manager. The Facility Manager will verify and approve the Contractor's work order(s). The Contractor's copy of the work order, with the Facility Manager's verification approval signature and employee ID number, shall be submitted with the Contractor's invoice for payment. Invoices submitted without the appropriate work order and approval will not be processed for payment until proper documentation is received. Contractor shall send separate invoices to the individual Facility Managers as requested by Department staff.

10.0 PERSONNEL QUALIFICATIONS

10.1 The Contractor shall provide only qualified personnel with experience in the assigned tasks. The Contractor is responsible for ensuring that certified trained personnel and necessary materials, tools, equipment and supplies will be available to meet the pest control services requirements of this Agreement. The Contractor may change personnel only with equally certified personnel and with Director's approval. Contractor shall furnish documentation that includes assigned personnel's

qualifications and certifications. The Director shall have the authority to instruct the Contractor to remove unsatisfactory personnel from performing work on this contract for just cause. The Director's decision shall be final in all cases.

11.0 CONTRACTOR PROJECT MANAGER

11.1 The Contractor shall designate in writing to the user department Director or designee, a Project Manager to be approved by the Department prior to start of Work under the Contract. The Contractor's Project Manager shall have full authority to represent the Contractor in making decisions and in the execution of the services to be performed under the Agreement. The Contractor shall provide the Director with the business and after hour's phone number of the Project Manager. The Contractor shall provide a toll free telephone number if the Project Manager resides outside of the 713 or 281 Area Code. The Contractor shall provide a dedicated and qualified Project Manager who is skilled and experienced in the pest control services identified in the Agreement, who will serve as the main point of contact for the Contractor. The Project Manager shall be available to be on-site at all times during the performance of pest control services and to provide the level of supervision necessary to ensure full compliance with the Contract specifications.

12.0 APPEARANCE OF CONTRACTOR'S PERSONNEL

12.1 The Contractor's personnel shall present a clean and neat appearance. The Contractor's personnel shall wear a Contractor furnished photo badge, and uniform with Contractor's company name and employee's name clearly displayed.

13.0 CONTRACTOR'S FINANCIAL OBLIGATION

13.1 The Contractor shall make timely payments to all persons supplying labor and materials or furnishing it with any equipment in the execution of the Contract.

14.0 TEXAS DRIVER'S LICENSE

14.1 The Contractor's employees performing work for the City must possess a valid Texas driver's license for the type of vehicle or equipment operated. Contractor shall ensure its employees meet this requirement.

15.0 AIRPORT SECURITY / CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT

15.1 All Contractor personnel performing Work under the Agreement will be required to have a 10-year security background check. Contractor shall provide, at its expense, Airport security-approved clearance for each individual assigned to provide service under the Agreement.

15.2 Special clearances that may be required by the FAA or other federal agencies must be provided by Contractor at its expense.

15.3 Certain locations require the Contractor to provide pest control services in U.S. Government "sterile areas" controlled by both Immigration and Naturalization Services and Federal Inspection Services. Authorization to enter these areas is issued by U.S. Customs in the form of a special sticker affixed a Department of Aviation badge. The Contractor shall provide to U.S. Customs all required clearances and checks to obtain these authorizations at the Contractor's expense.

15.4 The Contractor shall arrange access to each building or area serviced with the Houston Airport System (HAS) Facilities Administration Section at each Airport.

15.5 The Contractor shall conform to HAS security requirements even though the requirements and costs may change from time to time.

15.6 The Convention and Entertainment Facilities Department, (C&EFD) at its sole expense, the Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. Upon request by the Director or the Department's Director of Security, the Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Agreement and at any other time deemed necessary by the Director or Director of Security throughout the term of the Agreement. The Contractor shall be responsible for all costs associated with the background checks.

16.0 TRAINING

16.1 The Contractor shall provide training for its assigned personnel. All costs for training shall be borne by the Contractor and at no additional cost to the City.

17.0 SCHEDULING

The Contractor shall ensure that certified trained personnel and all necessary materials, tools, equipment and supplies will be available to meet the pest control services requirements of the Agreement. All Work shall be performed in accordance with the specific tasks and performance schedules detailed Section 3.0 in the Agreement. The Contractor shall prepare and submit a written schedule to the Director or designee detailing the responsibilities of each person, within one (1) week after receiving Notice to Proceed. The schedule shall be a 6-month schedule in advance giving the scheduled dates for all non-daily operations. The Contractor shall notify the Director immediately in writing of any proposed deviations from the schedule along with the schedule recovery dates. The Contractor shall not deviate from the schedule until it receives the Director's written approval.

18.0 RECORDS AND REPORTS

18.1 The Contractor shall make periodic verbal or written reports and recommendations to the Director with respect to conditions, transactions, situations or circumstances affecting the Contractor's performance of Pest Control Services, as requested by the Director. As part of the organization/planning task, the Contractor shall develop procedures for maintaining records for service provided under this Agreement as follows. As a minimum and in compliance with these Specifications/Scope of Work, the records shall cover:

- 18.1.1 Contract Documents
 - Contract Terms, Specifications / Scope of Work
 - Insurance Policies
 - Approvals called for in the Contract Documents
 - Service Subcontracts

- 18.1.2 Plans and Reports
 - Monthly Summary Reports
 - Annual Summary Reports
 - Monthly MWDBE Utilization Report

- 18.1.3 Service Documentation
 - Inspection Reports
 - Incident Reports
 - Logs

18.2 All required records may be inspected by the Director at any time during normal business hours.

18.3 Upon expiration or termination of the Contract, all records produced and maintained on file shall become the property of the City. The Contractor may retain all employee and accounting files, but shall furnish a copy of all such files to the City.

19.0 CHEMICAL RECORDS

19.1 The Contractor shall keep Material Safety Data Sheets (MSDS), provided by the manufacturer, for each chemical product to be used in performance of the work on City property. The MSDS shall be available for review by the Director at any time during normal business hours.

20.0 TOOLS, MATERIALS, SUPPLIES, AND EQUIPMENT

20.1 The Contractor shall furnish all pest control materials, supplies, and equipment necessary to perform pest control services at no additional cost to the City. All supplies shall be of the quality necessary to fulfill the intended purpose of the product. The Contractor shall provide and maintain tools, machines, and equipment necessary to perform the work as specified. All equipment must be maintained in a first-class working condition satisfactory to the Director. The Contractor shall use all tools, materials, supplies and equipment in accordance with the manufacturer's instructions.

20.2 The City shall not be held liable for any loss, breakage, or damage which may result to tools, equipment, materials, or supplies which the Contractor may be using in the areas serviced.

21.0 STORAGE OF SUPPLIES

21.1 The City shall not provide the Contractor with storage space for storage of Contractor furnished equipment or Contractor-owned materials and supplies specifically for the Agreement. All of the Contractor's materials, supplies, and equipment shall be removed from the work site upon completion or cessation of work and kept in the Contractor's possession.

22.0 TRANSPORTATION AND PARKING

22.1 The Contractor shall furnish all necessary transportation required to perform the Work. The Contractor is granted the right to use designated vendor parking areas while performing the Work, where available. The Contractor's vehicle(s) shall be clearly marked with the Contractor's name on each side of the vehicle. Magnetic signs are acceptable for this purpose. All vehicles used by the Contractor's personnel in their routine duties shall be registered with the Director.

23.0 MIXING OF CHEMICALS ON CITY OF HOUSTON PROPERTY

23.1 To avoid chemical spills inside any facility, the Contractor shall ensure that the mixing of any chemicals and/or chemical concentrates and water shall be performed OUTSIDE any facility and away from public areas. Most of the major facilities requiring pest control services have an outside source for water.

24.0 INVOICING

24.1 The Contractor shall invoice the City and the City shall make payment in accordance with Section 9.0, Work Verification, of this Agreement. Contractor invoices for those costs specified in the Contract Fee Schedule must include itemization justifying the amounts as invoiced. Separate invoices for each facility must be provided. The itemization shall be in accordance with the Contract Fee Schedule and shall include, but is not be limited to the following:

24.1.1 Each invoice (in duplicate) shall be delivered or mailed to the individual facility managers of each department. The Contractor is responsible to verify the departments correct mailing

address.

- 24.1.2 Invoices must be submitted in duplicate with copies of the Contractor's daily work orders attached which have been approved by the Facility Manager or designee.
- 24.1.3 Invoices submitted for services performed as the result of Change Order shall require that copies of the applicable Change Order also be attached to the original and one (1) invoice copy.
- 24.1.4 Invoices submitted for services that are performed as the result of Other Work/Services shall require that copies of the Director's written request be attached to the original and one (1) each of the 2 invoice copy.
- 24.1.5 Other information or details as may be requested or specified by the Director.
- 24.1.6 Each invoice must contain, in addition to the above, the five digit Systems Applications and Products (SAP) Contract Number and Service Release Order (SRO) number assigned by the City Controller's Office to the specified contract services; a complete description of the services provided (and complete contract name); and the Contractor's contact person for invoice irregularities.
- 24.1.7 **PWE Invoicing Address**; Public Works and Engineering Department Accounts Payable - Mr. Craig Foster, P.O. Box 61449 Houston, TX 77208-1449
- 24.1.8 The Houston Airport System will accept invoices submitted electronically along with required support information; such as Outline Agreement Number(s), Service Release Order Number(s) and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.

24.1.8.1 Requirements are as follows:

- 24.1.8.1.1 Submit invoices in "TIFF" format.
- 24.1.8.1.2 Submit to has.accountspayable@cityofhouston.net

25.0 **CHARGES**

- 25.1 Charges for services provided under the Contract shall be in accordance with the prices/rates shown in the Contract Fee Schedule and in such form as may be requested or specified by the Director.

26.0 **INSPECTIONS**

- 26.1 The Director shall have the right to conduct inspections on all equipment, materials, supplies and tools furnished, all records and logs, and all work performed under the Agreement without prior notice to the Contractor. Equipment, tools, materials, and supplies that do not conform to the specifications of this Contract or the Original Manufacturer may be rejected.
- 26.2 All work performed by the Contractor, which upon inspection by the Director, is found to be faulty, incomplete, or does not meet the specifications of this Agreement, shall be corrected by the Contractor. The whole expense of these corrections shall be at the expense of the Contractor.
- 26.3 A written report of the results of the inspection and recommendations will be forwarded to the Contractor and shall require the Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within 10 days unless otherwise authorized by the Director. The Director will determine responsibility for any deficiencies identified through an inspection.

27.0 DISPUTES

27.1 In all cases of misunderstanding and disputes, verbal arrangement will not be considered binding and Contractor shall produce written documentation in support of its contentions. The decision of the Director shall be final.

28.0 SUBCONTRACTORS

28.1 The Contractor may use only subcontractors approved by the Director in connection with the performance of work under the Agreement, and the Contractor shall be completely responsible to the City for such subcontractors and their acts and omissions to the same extent as if there were no subcontractors.

29.0 DAMAGE TO CITY PROPERTY

29.1 The Contractor shall be responsible for the repair and cost thereof, of all damages to City property caused by carelessness or neglect on the part of the Contractor, its agents or employees.

30.0 SAFETY

30.1 The Contractor shall not require any person employed in the performance of the Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, or contrary to any provision of the Occupational Health and Safety Act (OSHA) of 1970 (Public Law 91-596), as amended.

30.2 The Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable for services performed under the Agreement, including but not limited to the following:

30.2.1 The Contractor's personnel shall wear applicable personal protection equipment at all times.

30.2.2 The Contractor's personnel operating equipment and/or handling materials shall be fully trained in the safe operation of the equipment or materials.

30.2.3 The Contractor personnel shall follow and apply safety practices prevailing in their industry.

30.3 The Contractor shall develop, implement and maintain an on-going safety program concerned with equipment, maintenance work, and related procedures. Safety warnings shall be posted on equipment as necessary to ensure safe operations. Equipment shall never be installed, tested or operated in an unsafe condition.

30.4 The Contractor shall be responsible for the proper operation and maintenance of all safety equipment associated with its pest control System.

31.0 ESTIMATED QUANTITIES NOT GUARANTEED

31.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of pest control services during the term of the Agreement. The quantities may vary depending upon the actual needs of the user departments. The quantities specified herein are good faith estimates of usage during the term of the Agreement. Therefore, the City shall not be liable for any contractual obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

32.0 INCREASE OR DECREASE OF WORK

32.1 The City has the right to increase or decrease the number and/or frequency of Basic Services; the costs from the Contract Fee and Costs Schedule shall be used to determine the increase or decrease in cost. If costs are not provided, costs will be as mutually agreed upon between City and Contractor.

33.0 WARRANTY OF SERVICES

33.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approves specific services, as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

33.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor represents and warrants that all services performed under the Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Agreement. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-confirming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

33.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Agreement price.

33.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the Agreement price.

34.0 ADDITIONS & DELETIONS:

34.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of the Agreement, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the Agreement shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the contract fee and costs schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to any item(s) already under the Agreement, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the Agreement.

35.0 PRE-PERFORMANCE CONFERENCE

35.1 Subsequent to contract approval/execution, the Contractor(s) shall be required to attend a performance conformance. The Strategic Purchasing Division or the primary user department will host the pre-performance conference. The purpose of the pre-performance conference is for the contractor to introduce his or her project manager to the City staff and for City staff to introduce the contract end-users, contract compliance and accounts payable representatives. Items to be addressed shall include, but are not limited to, the following:

- Start-up and phase-in and performance schedule
- Contract administration
- Facilities utilization
- Channels of communication
- Procedures to be used to ensure Contract requirements are met to meet all the requirements of the Contract.

ADDITIONAL REQUIREMENTS FOR THE HOUSTON AIRPORT SYSTEM:

36.0 AIRPORT OPERATIONS AREA (AOA) POLICY

36.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director and escorted by authorized City personnel. The Contractor shall not move any Contractor owned vehicles on and off aprons or within the AOA without a HAS escort.

36.2 Airport Security:
The Contractor's services shall be performed in accordance with Transportation (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of 49 CFR 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, the Contractor shall reimburse the City for any fine or penalty assessed against the city because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

36.3 Badging: George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU) & Ellington Airport (EFD): Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.

36.4 All on-site personnel of the Contractor, including subcontractors, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.

36.5 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$45.00 each at (IAH), (HOU) and \$6.00 each at (EFD). Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. Contractor's personnel will be charged for replacement badges at the current rate.

36.6 The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

36.7 Airport Customs Security Area Bond:
The Contractor shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS) located at George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 times the number of employees needed to provide the service.

(EXAMPLE: 10 Employees Bond Amount \$10,000)

37.0 CONTROL OF PREMISES

37.1 Access to Airport premises and operations areas shall be limited to the Contractor's personnel and those HAS employees and/or individuals authorized by the Director and escorted by authorized City personnel, provided these persons do not interfere or jeopardize the Contractor's responsibility for providing pest control services. The Contractor shall conform to such identification and security procedures, as the Director may deem necessary. Access to the premises shall be strictly controlled and the Contractor shall keep a record of all keys distributed to its personnel. Officers, employees or agent of the Contractor shall never enter restricted or operational areas of the Airport without the express permission of the Director or any other governmental bodies having jurisdiction, and the Contractor hereby assumes full liability arising from any such unauthorized incursions.

38.0 EMERGENCY EVACUATION

38.1 In case of an emergency while the Contractor and its crew are on-site, the Director may direct the Contractor to terminate all work and clear the area of equipment and/or personnel. Contractor shall comply to such an order safely and with all possible speed.

39.0 OTHER CONTRACTS

39.1 The City reserves the right to enter into other contracts in connection with pest control services for the Airports as may be deemed necessary. The Contractor will be informed of contracts that may interfere with its work. The Contractor, in carrying out the performance of the Contract, shall avoid all unreasonable interference with the work under these contracts, and shall where required, make adjustments or changes in operations to facilitate or permit the other Contractors to accomplish their work.

40.0 CONTRACTOR BASE OFFICE

40.1 The Contractor shall provide a phone number or phone numbers at which Contractor or a designated agent of the Contractor with supervisory authority may be reached on a 24-hour, 7-day week basis.

41.0 CONTRACT ADMINISTRATION / CONTRACT COMPLIANCE

41.1 Overall Contract Administration for HAS will be provided by the Technical Services Division's Contracts Administration Section. The Facilities Administration Section at each airport is responsible for day-to-day field compliance and will be the primary contact for Contractor.

41.2 The Directors or Contract Administrators of the other City Departments will provide the Contractor with contact information for the persons who will administer this contract on behalf of the various other City Departments.

41.3 The Public Works and Engineering Department reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and acceptable levels of service are provided.

41.4 Monitoring may take the form of, but not necessarily be limited to:

- 41.4.1 Inspection, testing, and/or sampling of goods delivered or to be delivered
- 41.4.2 Review of deliveries received for accuracy and timeliness
- 41.4.3 Review of Supplier's invoices for accuracy
- 41.4.4 Review of certifications and/or licenses
- 41.4.5 Site visits

41.5 The primary responsibility for monitoring compliance rests with the Contract Compliance

Section, Management Support Branch of the Office of the Director, Department of Public Works & Engineering.

42.0 PUBLIC RELATIONS

42.1 The Contractor agrees that neither it nor its agents, subcontractors or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at the Airport, or at any City facility, except when requested to do so by the Director.

NOTE: Additional Requirements for Houston Airport System locations are specified in Section 36.0.

AIRPORT WORK LOCATIONS

A. Houston Intercontinental Airport (IAH)

1. Terminal "A" Approximately 150,000 sq. / ft.
Terminal "A" North Concourse Approximately 190,000 sq. / ft.
Terminal "A" South Concourse Approximately 194,235
 - 1.1 Baggage claim lobby
 - 1.2 Main lobby
 - 1.3 Entries/Exit and surrounding sidewalks to first curb line.
 - 1.4 All Restrooms not located in tenant areas.
 - 1.5 Nurseries and First Aid Rooms.
 - 1.6 Baggage Tunnels.
 - 1.7 Concourses from Main Lobby to expansion joint connecting each concourse with Flight Station.
 - 1.8 Observation decks and stairs to and on each flight station.
 - 1.9 Stairways from parking lots to train tunnel.
 - 1.10 Public elevator, escalators, and stairways from main lobbies to basement.
 - 1.11 Service elevators, loading docks, service areas, and service tunnels.
 - 1.12 All fire stairwells from Grade Level to Fourth Level
 - 1.13 Information counters.
 - 1.14 Elevator gear rooms in sub-basement.
 - 1.15 All mechanical, electrical, and janitorial rooms – all levels.
 - 1.16 Train maintenance shops and vehicle tunnel leading into basement of Terminal "A" from the baggage tunnel.
 - 1.17 Building Services offices in basement including halls and stairways.

- 1.18 Aviation Department and Houston Police Departments offices, restrooms and corridors at Grade Level.
 - 1.19 All U.S. Government offices, Department of Aviation offices, restrooms, utility rooms, corridors and stairways leading to and on Mezzanine level.
 - 1.20 Inter-terminal Train Tunnel between Terminal's "A" and IAB, the turnaround and all storage rooms under stairs leading to the Tunnel, including the walkway from north side to the south side of Terminal "A".
 - 1.21 North and South Concourses
- 2. Terminal "B" (Approximately 150,000 sq. / ft)**
- 2.1 Baggage Claim Lobby.
 - 2.2 Main Lobby
 - 2.3 Entries and Exits and surrounding sidewalks to 1st curb line.
 - 2.4 All Restrooms not located | Tenant Areas.
 - 2.5 Nurseries and First Aid Rooms.
 - 2.6 Baggage Tunnels.
 - 2.7 Concourses from Main Lobby to expansion joint connecting each Concourse with Flight Station.
 - 2.8 Observation Decks and Stairs to and on each Flight Station.
 - 2.9 Stairways from Parking Lots to Train Tunnel.
 - 2.10 Public Elevator, Escalators, and Stairways from Main Lobbies to Basement.
 - 2.11 Service elevators, loading docks, service areas, and service tunnels.
 - 2.12 All fire stairwells from Grade Level to Fourth Level.
 - 2.13 Information Counters.
 - 2.14 Elevator gear rooms in sub-basement.
 - 2.15 All mechanical, electrical, and janitorial rooms – all levels.
 - 2.16 Houston Police Department Offices.
 - 2.17 Train Tunnel between terminals, including all storage rooms under stairs leading to tunnel.
- 3. Terminal C (Approximately 250,00 sq / ft)**
- 3.1 Baggage Claim Lobby.
 - 3.2 Main lobby.
 - 3.3 Entries/Exits and surrounding sidewalks to 1st curb line.
 - 3.4 All Restrooms not located in Tenant Areas.
 - 3.5 Nurseries and First Aid Rooms.
 - 3.6 Baggage Tunnels.
 - 3.7 Public Elevator, Escalators, and Stairways from Main Lobbies to Basement.

- 3.8 Stairways from Parking lots to Train Tunnel.
- 3.9 Service elevators, loading docks, service areas, and service tunnels.
- 3.10 All fire stairwells from Grade Level to Fourth Level.
- 3.11 All mechanical, electrical, and janitorial rooms – all levels.
- 3.12 Elevator gear rooms | sub-basement.
- 3.13 Aviation offices in basement including restrooms, storage rooms, break rooms, fire control room, and all stairwells.
- 3.14 All Concourses from Main Lobby to end of Concourse excluding tenant areas.
- 3.15 Train Tunnel between terminals, including all storage rooms under stairs leading to tunnel.
- 3.16 Chapel.
- 3.17 USO Offices.

4. Terminal D (Approximately 440,000 sq / ft)

- 4.1 Main Lobby.
- 4.2 Baggage Claim
- 4.3 Entries/Exits (4 each) and surrounding sidewalks to first curb line.
- 4.4 All restrooms at all Levels (including U.S. Government Immigration and Naturalization Service (INS) and Federal Inspection Service (FIS) within the Federal Inspection Station (FIS), (Including U.S. Immigration and Naturalization Services, U.S. Customs, and USDA).
- 4.5 Stairways, escalators, and elevators including Pedestrian Tunnel to and from Parking Lot and Train Tunnel.
- 4.6 Nurseries and First Aid Rooms.
- 4.7 Public elevators, escalators, moving sidewalks, and stairwells all levels (from Basement to Departure Levels).
- 4.8 All mechanical, electrical, equipment, storage, janitorial rooms and associated offices in Basement and All other levels including corridors.
- 4.9 Elevator gear rooms in sub-basements.
- 4.10 Service elevators, loading docks, service areas, service corridors, all levels, including Baggage belts/Baggage Makeup areas and Maintenance Rooms/Offices on Apron Level.
- 4.11 All fire stairwells from Basement Level to Departure Level, and one stairwell leading to the roof.
- 4.12 Department of Aviation offices in secure area east and behind ticket counter wall Main Lobby level.
- 4.13 U.S. Government Facilities (FIS) from Baggage Claim through Secondary Inspection

including all offices/work areas and corridors Northwest corner Main Lobby Level, including stairway, escalators, and elevators leading to and from I.N.S. primary Inspection Area/Transit Lounge level.

- 4.14 U.S. Government Facilities (INS) Primary Inspection Area offices, work areas, corridors, and the Transit Passenger Lounge, including all sown ramps leading to and from the Arrivals corridor Level.
 - 4.15 Arrivals Corridor from East end Westward to Gates 1, 2, and 3 in Terminal "C" Concourse, Corridor and all Moving Sidewalks.
 - 4.16 Departure Level from East end Westward through the Pedestrian Walkway connecting the IAB to Gates 1, 2, and 3 in Terminal; includes areas such as seven (7) passenger lounges, main corridor, moving sidewalks/walkways in Pedestrian Walkways and The Department of Aviation VIP Lounge.
 - 4.17 Terminal "C" Gates 1, 2, and 3 (Considered to be an extension of the IAB), includes six (6) seating areas and main corridor.
 - 4.18 Train Tunnel between terminals, including all storage rooms under stairs leading to tunnel.
 - 4.19 All Passenger Boarding Bridges and walkways to Passenger Boarding Bridges.
 - 4.20 All tenant areas.
 - 4.21 Dog Kennel.
5. **Airport Services Complex (ASC) (Approximately 196,500 sq. / ft)**
- 5.1 Physical Plant Maintenance Building – all offices, corridors, shops, mezzanines, mechanical, electrical, equipment and storage rooms, lunch/break rooms, stairs and indoor/outdoor storage areas.
 - 5.2 Public Safety – all offices, corridors, warehouse area, mezzanines, mechanical, electrical, equipment and storage rooms, lunch/break rooms, shipping and receiving docks, stairs, and outdoor storage areas.
 - 5.3 Airfield and Grounds maintenance Building – all offices, corridors, shops, mezzanines, stairs, mechanical, electrical, equipment and storage rooms, lunch/break rooms, covered equipment storage areas, vehicle wash areas, fuel station and outdoor temporary storage areas.
6. **Other Facilities – IAH (Approximately 145,000 sq./ft.)**
- 6.1 Central HVAC Plant 7,300 sq. ft., Cooling Tower area 6300 sq. ft.
Treat all levels
 - 6.2 Tunnel (Connecting Central Plant and Terminal "B").
 - 6.3 Airport Incinerator.
 - 6.4 Trades Building (18845 & 85 Colonel Fischer Road) (New Bldg. will be 17,582 sq. ft.)
Fleet Maintenance Offices and S hops and Radio S hop.

- 6.5 Crash, Fire, and Rescue Stations 54 and 92
- 6.6 Freight Forwarders Building (Bay 14) – 3050 McKaughan, First Floor Only.
- 6.7 Aviation Administration Building (16930 J.F. Kennedy Blvd).
Levels 1 and 2, all offices, corridors, storerooms, entryways/lobby, equipment rooms, stairways, lunchroom, main areas and all restrooms.
- 6.8 Airport Police Security Guard Booths (6 each).
- 6.9 Building “M” 5715 Will Clayton (12,500 sq. ft.)
- 6.10 Building “P” 1 8500 Lee Rd. (15,000 sq. ft.).
- 6.11 Building “R” 18504 Lee Rd. (15,000 sq. ft.).
- 6.12 Taxi Staging Area, Driver’s Lounge, and Ground Transportation Booth.

7. FIS Building (Terminal D) (Approximately 700,000 sq. / ft.

- 7.1 The entire building to include at a minimum all items covered in Terminals “A”, “B” and “C”

8. HAS Operations (Entire Bldg)

9. HAS Finance (Entire Bldg)

10. Fire Station NO. 54 (Entire Bldg)

11. Fire Station NO. 92 (Entire Bldg)

12. Fire Station NO. 99 (Entire Bldg)

13. Technical Services (2 Bldgs)

14. One Stop FIS Cargo (Entire Bldg)

15. APM Facilities (47,555 square feet)

- APM Maintenance (32,914 sq. ft.)
- Terminal B (4,192 sq. ft.)
- Terminal C (4,092 sq. ft.)
- FIS (Federal Inspection Station)(6,357 sq. ft.)

B William P. Hobby Airport (Approximately 700,000 sq./ft.)

1. Main Terminal – Lower Level (Approximately 120,000 sq./ft.)

- Baggage Claim Lobby.
- Baggage Claim and Tug Tunnel.
- All Restrooms not located in Tenant Areas.
- All mechanical, electrical, equipment, storage and janitorial rooms/closets.
- All City break rooms and lunchrooms.
- All locker rooms, halls, corridors, and service areas.
- West Baggage Claim.
- All office areas (Building Services, PPM, Operations, Houston Police Department, Dispatch, etc.).
- Elevator gear rooms in sub-basement.

Service elevators, loading docks, service areas, and shops.
Public elevators, escalators, and stairways from Main Lobby to Basement.
All fire stairwells from Third Level to Basement.

2. **Main Terminal – Upper Level (Approximately 100,000 sq./ft.)**

All Restrooms not located in Tenant Areas.
Main Lobby and all Passenger Concourses from Main Lobby to end of Concourse.
Third Level Conference Room.
Administration Offices, halls/corridors.

3. **Airfield and Grounds (9014 Randolph) (Approximately 17,000 sq./ft.)**

All offices, halls/corridors and service areas.
All Restrooms.
All mechanical, electrical, equipment, storage and janitorial rooms/closets.
Kitchen, lunchrooms and break rooms.

4. **NR7 Building (7710 Airport Blvd.) (Approximately 15,000 sq./ft.)**

All offices, halls/corridors and service areas.
All Restrooms.
All mechanical, electrical, equipment, storage and janitorial rooms/closets.
Lunchrooms, break rooms, and snack bar.
Warehouse, loading docks and shops.

5. **Fire Station 81 (2 BLDGS, 1-STORY)**

6. **Building – Upper/Lower levels (8800 Paul B. Koonce) Approximately 31,000 sq./ft.)**

All offices, halls/corridors, and service areas.
All Restrooms.
All mechanical, electrical, equipment, storage and janitorial rooms/closets (including storage areas).
Lunchrooms, break rooms, and snack bars.
All elevators and stairways servicing Upper and Lower Levels.

7. **Dog Kennel (Portable Building)**

Office
Restroom

8. **Taxi Satellite Lot (7550 Airport) (Approximately 7,050 sq./ft.)**

Satellite Lot.
Ground Transportation Booth.
All offices, halls/corridors, and service areas.
All restrooms.
All mechanical, electrical, equipment, storage and janitorial room/closets.
Lunchrooms break rooms, and snack bars.

9. **All HAS including HAS contractors offices & shop areas (7800 Airport/Approx. 10,000 sq./ft.)**

Fleet shop – All mechanical, electrical, equipment, storage and janitorial rooms/closets.

Fleet shop – Office – All mechanical, electrical, equipment, storage and janitorial rooms/closets.
All Future improvements
North and South Vaults
All HAS Trash compactor areas (N-07 and N-36)
The Lower Service Tunnel area including Improvements
All Jetways at Hobby Airport

10. **Central Concourse – Upper/Lower levels (7800 Airport Blvd.) (Approx. 250,000 sq./ft.)**

All offices, halls/corridors, and service areas
All Restrooms
All mechanical, electrical, equipment, storage and janitorial rooms/closets (including storage areas)
Lunchrooms, break rooms, and snack bars
All elevators and stairways servicing Upper and Lower Levels

11. **Electrical Hangar (entire bldg.)**

12. **North Vault (entire bldg.)**

13. **South Vault (entire bldg.)**

14. **Perimeter Comm. Bldg., 21 sheds (4'x4')**

C. **Ellington Airport (Approximately 40,320 sq./ft.)**

1. **Building 510 – Administration**

All offices, halls/corridors and service areas

All Restrooms

All mechanical, electrical, equipment, storage and janitorial rooms/closets including storage areas

Tower, (Approximately 1,539 sq. ft.)

PPM and Electrical Shop (Approximately 10,000 sq/ft)

2. **Airport Services Complex (6011 Farley Rd) (Approximately 5,040 sq./ft.)**

T-Hanger restroom – 10 rest rooms (Approximately 320 sq. ft)

ADDITIONAL SCOPE OF WORK FOR THE BUREAU OF ANIMAL REGULATION AND CARE; (BARC)

43.0 **TREATED AREAS / INCUBATION OF FLEAS**

43.1 The BARC complex is located at 2700 Evella. The treated area consist of, but not limited to, the inside areas of all administrative offices, inside area of the large warehouse and the inside of all kennels. The outside treated areas consist of the grassy areas throughout the complex including all sidewalk areas.

43.2 The treatments consist of the following chemicals by the concentration strength as listed:

43.2.1 Indoor treatments consist of Precor at a concentration level of .7%

43.2.2 Outdoor treatments consist of first spreading a granule chemical Cyranara, concentration level of .006% throughout all outdoor grounds, then followed by the spray of Precor, at a concentration level of .7% and the spray of Premise, at a concentration level of .27%.

44.0 **Basic Green Certification Standards**

- 44.1 The Contractor shall use advanced Integrated Pest Management (IPM) practices, applying effective non-chemical strategies first and pesticides only when necessary. The Contractor shall use approved methods of application when pesticides are needed, such as baits and traps and use only pesticides that have been screened and approved as Green Certified.

**EXHIBIT "BB"
WORK LOCATIONS**

GENERAL SERVICES (HOUSTON FIRE) DEPARTMENT:

NOTE: *AND # beside each address equals number of stories of the Fire Stations.

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
1	Fire Station No. 2	5880 Woodway (*2)	12,800	bi-monthly
2	Fire Station No. 3	3735 West Alabama (*1)	4,686	bi-monthly
3	Fire Station No. 4	6530 W. Little York (*1)	10,253	bi-monthly
4	Fire Station No. 5	2020 Hollister (*1)	8,954	bi-monthly
5	Fire Station No. 6	3402 Washington (*1)	9,139	bi-monthly
6	Fire Station No. 7	1402 Elgin (*2)	6,500	bi-monthly
7	Fire Station No. 8 (temp)	1901 Milam (*1)	10,662	bi-monthly
8	Fire Station No. 9	702 Hogan (*2)	7,200	bi-monthly
9	Fire Station No. 10	6600 Corporate (*1)	9,500	bi-monthly
10	Fire Station No. 11	460 T. C. Jester (*1)	11,240	bi-monthly
11	Fire Station No. 12	1502 Alber (*1)	4,388	bi-monthly
12	Fire Station No. 13	2215 W. 43 rd . (*1)	4,492	bi-monthly
13	Fire Station No. 15 new	5306 North Main (*2)	10,683	bi-monthly
14	Fire Station No. 15A	402 Tabor	3,673	bi-monthly
15	Fire Station No. 16	1700 Richmond (*2)	11,936	bi-monthly
16	Fire Station No. 17	2805 Navigation (*1)	12,730	bi-monthly
17	Fire Station No. 18	619 Telephone (*1)	12,360	bi-monthly
18	Fire Station No. 19 (2 Bldgs)	1811 Gregg (*1)	12,800	bi-monthly
19	Fire Station No. 20	6902 Navigation (*2)	8,364	bi-monthly
20	Fire Station No. 21	10515 S. Main (*2)	8,946	bi-monthly
21	Fire Station No.22 (2 Bldgs)	7825 Harrisburg (*2)	7,392	bi-monthly
22	Fire Station No. 23	8005 Lawndale (*1)	8,927	bi-monthly
23	Fire Station No. 25	3902 Scott (*1)	7,920	bi-monthly
24	Fire Station No. 26	7111 Dixie Dr. (*1)	4,926	bi-monthly
25	Fire Station No. 27	6302 Lyons (*1)	4,291	bi-monthly
26	Fire Station No. 28	3100 Chimney Rock (*2)	12,150	bi-monthly
27	Fire Station No. 29	4831 Galveston Road (*1)	8,515	bi-monthly
28	Fire Station No. 30	6702 Irvington(*1)	7,888	bi-monthly
29	Fire Station No. 31	222 West Crosstimbers(1)	10,626	bi-monthly
30	Fire Station No. 32	8614 E. Tidwell (*1)	8,000	bi-monthly
31	Fire Station No. 33	71 00 Fannin (*2)	9,480	bi-monthly
32	Fire Station No. 34	3100 Laura Koppe(*1)	11,758	bi-monthly
33	Fire Station No. 35	5535 Van Fleet (*1)	4,757	bi-monthly
34	Fire Station No. 36	7720 Airport Blvd.(*1)	7,738	bi-monthly
35	Fire Station No. 37	7026 Stella Link (*1)	4,800	bi-monthly
36	Fire Station No. 38	1120 Silber(*1)	5,456	bi-monthly
37	Fire Station No. 39	5810 Pickfair(*1)	4,800	bi-monthly
38	Fire Station No. 40	5830 Old Spanish Trail (*1)	5,213	bi-monthly
39	Fire Station No. 41	805 Pearl (*1)	5,579	bi-monthly

GENERAL SERVICES (HOUSTON FIRE) DEPARTMENT:

NOTE: *AND # beside each address equals number of stories of the Fire Stations.

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
40	Fire Station No. 42	8675 Clinton Dr.(*1)	13,340	bi-monthly
41	Fire Station No. 43	7330 N. Wayside(*1)	4,574	bi-monthly
42	Fire Station No. 44	675 Maxey Road(*1)	7,180	bi-monthly
43	Fire Station No. 45	4910 N. McCarty(*1)	10,764	bi-monthly
44	Fire Station No. 46	3902 Corder(*1)	10,023	bi-monthly
45	Fire Station No. 47	2615 Tidewater(*1)	4,957	bi-monthly
46	Fire Station No. 48	11616 Chimney Rock(*1)	5,213	bi-monthly
47	Fire Station No. 49	1212 Gessner(*1)	5,022	bi-monthly
48	Fire Station No. 50	4420 Bingle (*1)	5,226	bi-monthly
49	Fire Station No. 51	6902 Bellaire Blvd.(*1)	5,226	bi-monthly
50	Fire Station No. 52	10343 Hartsook(*1)	5,065	bi-monthly
51	Fire Station No. 53 (2 bldgs)	13349 Vicksburg(*1)	3,639	bi-monthly
52	Fire Station No. 55	11212 Cullen (*1)	5,856	bi-monthly
53	Fire Station No. 56	5820 E. Little York(*1)	8,398	bi-monthly
54	Fire Station No. 57	13602 Memorial Dr.(*1)	6,602	bi-monthly
55	Fire Station No. 58	10413 Fulton(*1)	5,146	bi-monthly
56	Fire Station No. 59	13925 S. Post Oak(*1)	7,070	bi-monthly
57	Fire Station No. 60	2925 Jeannetta(*1)	5,956	bi-monthly
58	Fire Station No. 61	9726 Monroe(*1)	5,930	bi-monthly
59	Fire Station No. 62	1602 Seamist(*1)	6,154	bi-monthly
60	Fire Station No. 63	5626 Will Clayton(*2)	11,240	bi-monthly
61	Fire Station No. 64	3000 Greens Rd.(*1)	10,871	bi-monthly
62	Fire Station No. 65	11531 FM 1960(*1)	8,619	bi-monthly
63	Fire Station No. 66	5800 Teague(*2)	10,150	bi-monthly
64	Fire Station No. 67	1616 W. Little York(*1)	7,664	bi-monthly
65	Fire Station No. 68	8602 Bissonnet(*2)	9,471	bi-monthly
66	Fire Station No. 69	1102 W. Belt(*1)	8,895	bi-monthly
67	Fire Station No. 70	11410 Beamer Road(*1)	8,770	bi-monthly
68	Fire Station No. 71	15200 Space Center Blvd. (*1)	10,218	bi-monthly
69	Fire Station No. 72	17401 Saturn Lane (*1)	10,950	bi-monthly
70	Fire Station No. 73	9640 S. Wilcrest(*1)	9,768	bi-monthly
71	Fire Station No. 74	460 Aldine Bender(*1)	7,929	bi-monthly
72	Fire Station No. 75 (4 bldgs)	1995 Dairy Ashford(*1)	10,215	bi-monthly
73	Fire Station No. 76	7200 Cook Rd.(*1)	10,368	bi-monthly
74	Fire Station No. 77	10155 Kempwood(*1)	11,119	bi-monthly
75	Fire Station No. 78	15100 Memorial Dr.(*2)	11,868	bi-monthly
76	Fire Station No. 80	16111 Chimney Rock(*2)	12,000	bi-monthly
77	Fire Station No. 82	11250 Braesridge(*1)	12,000	bi-monthly
78	Fire Station No. 83	911 FM 1959 (*1)	11,233	bi-monthly
79	Fire Station No 86	14300 Briar Forest	11,980	bi-monthly
80	Fire Station No 90	16553 Park Row	2,736	bi-monthly

GENERAL SERVICES (HOUSTON FIRE) DEPARTMENT:

NOTE: *AND # beside each address equals number of stories of the Fire Stations.

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
81	Fire Station No 93	911 FM 1959	10,683	bi-monthly
82	Fire Station No. 94	235 El Dorado-Pipers View(*1)	3,056	bi-monthly
83	Fire Station No. 96	7409 Willowchase(*1)		bi-monthly
84	Fire Station No. 101 (2 bldgs)	1863 Kingwood Dr.(*1)	5,310	bi-monthly
85	Fire Station No. 102 (2 bldgs)	4102 W. Lake Houston Pkwy.(#1)	13,725	bi-monthly
86	Fire Station No. 103 (2 bldgs)	2907 High Valley(*1)	6,766	bi-monthly
87	Fire Station No. 104 (2 bldgs)	901 Forest Cove Drive(*2)	3,528	bi-monthly
88	Fire Station No. 24	2625 Reed Road (*1)	11,000	bi-monthly
89	Fire Station No. 81	7990 Paul B. Koonce Rd. (*1)	15,812	bi-monthly
90	Fire Station No. 105	14014 W. Lake Houston Pkwy (*2)	6,749	bi-monthly
	<u>FIRE BUILDINGS:</u>			
1	Fire Academy – Adm.	8030 Braniff	34,596	bi-monthly
2	Multi-Purpose – Building #2	8030 Braniff	8,225	bi-monthly
3	Class Room Building #4	8030 Braniff	7,875	bi-monthly
4	Training Tower Building #5	8030 Braniff	600	bi-monthly
5	Training Shelter #6	8030 Braniff	2,400	bi-monthly
6	Classroom Portable Bldg	8030 Braniff	785	bi-monthly
7	Shower Room Portable Bldg	8030 Braniff	785	b-monthly
8	Logistical Center (8 Bldgs.)	1205 Dart	197,242	bi-monthly
	A.	Bldg – Logistics		
	B.	Bldg – Light Duty Vehicle		
	C.	Bldg - Fleet Management		
	D.	Bldg – Body Shop		
	E.	Bldg – Facility Management & Communications		
	F.	Bldg – Fuel Station		
	G.	Bldg – Guard Shack		
	H.	Storage Building “J”		
9	Facility Management Whse.	1100 Elder	35,000	bi-monthly
10	Fire Museum	2403 Milam	6,500	bi-monthly
11	Arson – Old	901 Henderson	3,000	bi-monthly
12	Fire Prevention – Old 31	522 Crosstimbers	4,608	bi-monthly
13	Public Education	522 Crosstimbers	(included in 94)	bi-monthly
14	Arson Division	60 North Braeswood @ Chimney Rock	20,124	bi-monthly

GENERAL SERVICES (HOUSTON FIRE) DEPARTMENT:

NOTE: *AND # beside each address equals number of stories of the Fire Stations.

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
15	HFD Support Facility	2931 West 12 th	29,124	bi-monthly
	<u>COMMUNICATIONS SITES:</u>			
1	Reed Road@ Culver St.	3718 Reed Road	528	bi-monthly
2	Teague Road	5820 Teague Road	528	bi-monthly
3	Lake Houston	13505 Aqueduct Road	432	bi-monthly
4	Coletto	8203 Coletto	240	bi-monthly
5	One Shell	901 Smith	714	bi-monthly
6	FS#56/Comm Site	5820 E. Little York	288	bi-monthly

GENERAL SERVICES DEPARTMENT (HOUSTON POLICE DEPT):

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
1	Administration Building	61 Riesner	102,000	monthly
	Includes: Jail Live Scan (3,000)			
	Jail Booking (6,000)			
	Jail Control (2,000)			
	5 th Floor Men's Jail (8,000)			
	6 th Floor Women's Jail (3,500)			
2	Communications Building	62 Riesner	32,400	monthly
3	UPS Building	62A Riesner	1,000	bi-monthly
4	Central Patrol/Gym	51 Riesner	35,168	monthly
5	Computer Tech. Services	49-A Riesner	300	bi-monthly
6	Computer Work Room	49-B Riesner	300	bi-monthly
7	Emergency Comm. Storage	49-C Riesner	300	bi-monthly
8	Jail Mechanic Shop	49-D Riesner	300	bi-monthly
9	Fleet Eng/Trans Shop	50 Riesner	6,500	monthly
10	Fleet Road Service	29-A Riesner	3,600	monthly
11	Fleet Storage	29-B Riesner	1,500	monthly
12	Fleet Administration	52 Riesner	3,870	monthly
13	Parking Garage	53 Riesner	230,580	monthly
14	Transportation Office	54 Riesner	1,564	monthly
15	Service Station	55 Riesner	1,200	monthly
16	Fleet Repair Shop	1202 Washington	47,000	monthly
17	Explorers	22 Artesian Place	1,150	monthly
18	Gerson Building	33-A Artesian Place	68,500	monthly
19	Fondren Police Station	11168 Fondren	5,500	monthly
20	Special Ops. Storage	35-A Artesian Place	3,000	monthly

GENERAL SERVICES DEPARTMENT (HOUSTON POLICE DEPT):

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
21	Carpenter/Painter Shop	35-B Artesian Place	5,600	monthly
22	Dive Team Office	35-C Artesian	1,000	monthly
23	Plumber Shop	35-D Artesian	500	bi-monthly
24	Auto Theft Compound	1300 Dart St.	600	bi-monthly
25	Vehicle Examination	1204 Morin St.	900	bi-monthly
26	Volker Building	1103 Morin St.	82,500	monthly
27	Uniform Supply	700 Houston Ave.	5,100	monthly
28	Facilities Supply	718 Houston Ave.	4,500	monthly
29	Administration	17,000-A Aldine Westfield	23,000	monthly
30	Video/Museum	17,000-B Aldine Westfield	38,000	monthly
31	Gymnasium	17,000-C Aldine Westfield	32,000	monthly
32	Academic	17,000-D Aldine Westfield	40,000	monthly
33	Shooting Range	17,000-E Aldine Westfield	4,000	monthly
34	Driver Training Office	17,000-F Aldine Westfield	1,800	monthly
35	Auto Repair	17,000-G Aldine Westfield	1,680	monthly
36	Pistol Range Office	19,002 Aldine Westfield	6,000	monthly
37	Clear Lake Police Station	28555 Bay Area Blvd.	15,360	monthly
38	South Command Admin.	8300-A Mykawa Drive	162,000	monthly
39	South Command Auto Repair	8300-B Mykawa Drive	18,000	monthly
40	West Command Admin.	3203-A S. Dairy Ashford	132,000	monthly
41	West Command Auto Repair	3203-B S. Dairy Ashford	18,000	monthly
42	North Command Admin.	9455-A W. Montgomery	162,000	monthly
43	North Command Auto Repair	9455-B W. Montgomery	18,000	monthly
44	Eastside Station	7525 Sherman	14,000	monthly
45	Southwest Station Admin.	4503-A Beechnut	8,000	monthly
46	SW Station Auto Repair	4503-B Beechnut	1,500	monthly
47	SW Station Training Office	4503-C Beechnut	576	monthly
48	Southwest Station Captain	4503-D Beechnut	576	monthly
49	Northwest Station Admin.	6000-A Teague	9,600	monthly
50	NW Station Auto Repair	6000-B Teague	1,500	monthly
51	NW Station Training Office	6000-C Teague	576	monthly
52	Northwest Station Captain	6000-D Teague	576	monthly
53	Northeast Station	8301 Ley Road	26,994	monthly
54	Kingwood Station	3915 A Rustic Woods	9,000	monthly
55	Near North Storefront	1335 West 43 rd Street	3,330	monthly
56	Helicopter Office/Hanger	8402-A Larson	13,818	monthly
57	Helicopter Patrol Back Hanger	8402-B Larson	4,200	monthly
58	Houston Police Dept. Headquarters (Evidence & Receiving Lab)	1200 Travis, 25 th Floor – FOGGED	19,815	monthly

GENERAL SERVICES DEPARTMENT (HOUSTON POLICE DEPT):

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
59	Mounted Patrol Office	5005 Little York	3,000	monthly
60	Airline/Aldine Station	1124 Airline	1,900	monthly
61	Asian Community Bellaire	9146 Bellaire Blvd.	2,500	monthly
62	Stella Link Storefront	9121 Stella Link	1,800	monthly
63	Denver Harbor/Lyons Station	6702 Lyons Ave. #3	600	bi-monthly
64	Gulfton Station	5980A Renwick St.	1,800	monthly
65	Heights Storefront	910 North Durham #D	1,000	monthly
66	Hiram Clarke Station	4363 West Fuqua	900	bi-monthly
67	Near town/Montrose Station	802 Westheimer	1,200	monthly
70	Reed Road Storefront	3511 Reed Road	2,860	monthly
71	Westbury Square Station	662 Westbury Square	500	bi-monthly
72	SWAT Office	1500 W. Dallas	7,650	monthly
73	Lake Patrol	22619 W. Shorewood	5,000	monthly
74	North Police Station	9455 W. Montgomery	112,369	monthly
75	McNair, Police Station	2202 St. Emanuel	9,544	monthly
76	Independent Heights Storefront	803 Crosstimbers	1,728	monthly
77	Willowbrook Storefront	12932 Willowchase	1,629	monthly
79	Houston Police Dept. Headquarters	1200 Travis	400,000	monthly
79	Eastex Fwy. Police Storefront	12001A East Freeway	2,072	monthly
80	Police station at GRBCC	1001 Avenida de las Americas	20,000	monthly
81	HEC Building	5320 North Shepard	132,000	monthly
82	HPD Richmond Storefront	6308 Richmond	3,070	monthly
	GSD (Central) (all building serviced after 5:00p.m.)			
1	City Hall	901 Bagby	174,609	monthly
2	City Hall Annex	900 Bagby	161,576	monthly
3	General Maintenance	2707 Dalton	108,000	monthly
4	Municipal Courts	1400 Lubbock	105,066	monthly
5	Bob Lanier Building	611 Waiker	869,000	monthly
6	H&HS Headquarters	8000 N. Stadium	235,855	bi-monthly
7	General Maintenance	2707 Dalton	108,000	monthly

HEALTH & HUMAN SERVICES DEPARTMENT @ALL LOCATIONS TO BE SERVICED ONCE PER MONTH EXCEPT ITEM 28 WHICH IS ONCE PER QUARTER).

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
1	Sunnyside Health Center	9314 Cullen	21,774	2 nd Wed. of Month after 1:30p.m.
2	Sunnyside Multi-Service Center	4605 Wilmington	37,785	After 6:00 p.m
3	Braeswood Laboratories Clinic	1115 S. Braeswood	80,750	After 5:00 p.m.
4	Riverside Health Center	3315 Delano	23,825	2 nd Wed of Month after 1:30 p.m.
5	Fifth Ward Multi-Service Center	4014 Market	24,965	After 6: p.m.
7	Lyons Health Center	5602 Lyons	20,262	2 nd Wed. of Month after 1:30p.m.
6	La Nueva Casa Amigos	1809 North Main	39,100	After 6:00 p.m.
8	Kashmere Multi-Service Center	4802 Lockwood	25,521	After 6:00 p.m.
9	Northside Health Center	8504 Schuller	14,898	2 nd Wed. of Month after 1:30 p.m.
10	Magnolia Health Center	7037 Capitol	17,360	2 nd Wed. of Month after 1:30 p.m
11	Magnolia Multi-Service Center	7037 Capitol	33,984	After 6:00 p.m.
12	Tri-Community Senior Center	9525 Clinton	5,519	After 6: p.m.
13	Facilities Headquarters	3026 Berry Road	3,000	bi-weekly
14	Plumbing Shop	3026 Berry Road	1,800	bi-weekly
15	Metropolitan Multi-Service Center	1475 West Gray	32,011	After 6:00 p.m.
16	West End Health Center	190 Heights	30,781	2 nd Wed. of Month after 1:30 p.m.
17	West End Multi-Service Center	170 Heights	21440	After 6:00 p.m.
18	Environmental Control Center	7411 Park Place	23,350	After 4:00 p.m. on Friday
19	John Peavy Senior Center	3814 Market	12,055	After 6:00 p.m.
20	W.I.C. Southwest	6121 Hillcroft	4,790	1 st Workday of Month after 6:00 p.m. Mon-Fri.
21	Acres Homes Multi-Service	6719 W. Montgomery	46,774	After 6:00 p.m.
22	W.I.C. Alief	12660 Beechnut	4,360	1 st Workday of Month Mon-Fri.
23	NCI Center	1818 Crocket	5,000	Bi-weekly
24	W.I.C. Northwest	8532 Hammerly	4,000	1 st Workday of Month Mon-Dr.
25	Northeast MSC/WIC	9720 Spaulding (ADD)	29,000	After 4:00 p.m.
26	Water Control	1828 Rankin Road	32,011	Friday 2:00-4:00 p.m.
27	W.I.C. Channelview	15055 East Frwy A20	1,400	1 st Workday of Month Mon-Fri.
28	Third Ward Multi-Service	3611 Ennis	32,000	After 6:p.m

29	Southwest Multi Service	6400 High Star (ADD)	24,000	After 6:00 p.m.
30	Hiram Clarke Multi-Service/Vinson Library	3810 W. Fuqua (ADD)	42,000	After 6:00 p.m.
31	Denver Harbor Multi-Service	6402 Market	45,000	After 6:p.m

PARKS & RECREATION DEPARTMENT

ITEM NO.:	COMMUNITY CENTERS	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
1	Alief Park Community Center	11903 Bellaire	20,213	Quarterly
2	Almeda Park Community Center	14201 Almeda School Road	1,442	Quarterly
3	Beverly Hills Park Community Center	9800 Kingspoint	4,000	Quarterly
4	Burnett Bayland Park Community Center	6200 Chimney Rock	4,093	Quarterly
5	Candlelight Park Community Center	1520 Candlelight	2,262	Quarterly
6	Charlton Park Community Center	8200 Park Place Blvd.	4,862	Quarterly
7	Cherryhurst Park Community Center	1700 Missouri	1,439	Quarterly
8	Clark Park Community Center	9718 Clark	4,417	Quarterly
9	Clinton Park Community Center	200 Mississippi	4,100	Quarterly
10	Cloverland Park Community Center	11800 Scott @ 3801 Hickok	4,000	Quarterly
11	Crestmont Park Community Center	5200 Selinsky	4,758	Quarterly
12	DeZavalla Park Community Center	7521 Avenue H	2,808	Quarterly
13	Dodson Lake Park Community Center	9010 Dodson	3,596	Quarterly
14	Eastwood Park Community Center	5020 Harrisburg	1,339	Quarterly
15	Edgewood Park Community Center	5803 Belfort	6,637	Quarterly
16	Emancipation Park Community Center	3018 Dowling	10,348	Quarterly
17	Fonde Community Center	100 Sabine	24,804	Quarterly
18	Freed Park Community Center	618 Shady Villa	2,204	Quarterly
19	Garden Villas Park Community Center	6720 South Haywood Drive	3,583	Quarterly
20	Godwin Park Community Center	5101 Rutherglen	3,654	Quarterly
21	Hackberry Community Center	7777 Dairy Ashford	8913	Quarterly
22	Hartman Park Community Center	9311 Avenue P	6,176	Quarterly
23	Highland Park Community Center	3316 DeSoto	1,920	Quarterly

PARKS & RECREATION DEPARTMENT

ITEM NO.:	COMMUNITY CENTERS	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
24	Houston Garden Center	1500 Hermann Drive	3,700	Quarterly
25	Independence Heights Park Community Center	603 East 35 th	3,280	Quarterly
26	Ingrando Park Community Center	7302 Keller	3,469	Quarterly
27	Jerry Sharp Community Center	3234 Sharffin	500	Quarterly
28	Lakewood Park Community Center	8811 Feland	2,637	Quarterly
29	Lansdale Park Community Center	8201 Roos	4,941	Quarterly
30	Love Park Community Center	1000 West 21th	6,700	Quarterly
31	MacGregor Park Community Center	5225 Calhoun	3,200	Quarterly
32	Marion Park Community Center	11000-1/2 South Gessner	24,471	Quarterly
33	Mason Park Community Center	541 South 75 th	7,462	Quarterly
34	Meadowcreek Village Park Community Center	5333 Berry Creek	3,055	Quarterly
35	Melrose Park Community Center	1001 Canino	2,980	Quarterly
36	Memorial Fitness Center	6402 Arnot	2,670	Quarterly
37	Milby Park Community Center	2700 Old Galveston Road	4,542	Quarterly
38	Milroy Park Community Center	1205 Yale	1,680	Quarterly
39	Montie Beach Park Community Center	915 Northwood	4,156	Quarterly
40	Moody Park Community Center	3725 Fulton	12,645	Quarterly
41	Selena Quintanilla-Perez Park Community Center	6402 Market	8,805	Quarterly
42	Parks Administration/Urban Ranger Offices	6201 Golf Course Drive	2,500	Quarterly
43	Platou Park Community Center	11655 Chimney Rock	3,752	Quarterly
44	Proctor Plaza Community Center	803 West Temple	2,736	Quarterly
45	River Oaks Park Community Center	3600 Locke Lane	2,402	Quarterly
46	Judson Robinson, Jr. Community Center	2020 Hermann Drive	48,880	Quarterly
47	Judson Robinson, Sr. Community Center	1422 Ledwicke	3,240	Quarterly
48	Sagemont Park Community Center	11507 Hughes	2,916	Quarterly
49	Settegast Park Community Center	3000 Garrow	4,100	Quarterly

PARKS & RECREATION DEPARTMENT

ITEM NO.:	COMMUNITY CENTERS	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
50	Shady Lane Park Community Center	10220 Shady Lane	4,704	Quarterly
51	Sharpstown Park Community Center	6600 Harbor Town	16,018	Quarterly
52	Stude Park Community Center	1031 Stude	5,750	Quarterly
53	Sunnyside Park Community Center	3502 Bellfort	4,880	Quarterly
54	Swiney Park Community Center	2812 Cline	4,000	Quarterly
55	Hobart Taylor Park Community Center	8100 Kenton	4,100	Quarterly
56	Tidwell Park Community Center	9720 Spaulding	5,388	Quarterly
57	Tuffly Park Community Center	3200 Russell	4,190	Quarterly
58	Windsor Village Park Community Center	14441 Croquet	3,960	Quarterly
59	Woodland Park Community Center	212 Parkview	8,870	Quarterly
	MAINTENANCE BARNS			
1	Bissonnet Maintenance Barn	8910 Bissonnet	2,200	Quarterly
2	Central Maintenance Barn	115 Sabine	1,200	Quarterly
3	Clear Lake Maintenance Barn	16830 Diana Lane	1,680	Quarterly
4	Cullen Maintenance Barn	18203 Groeske	2,880	Quarterly
5	Forestry (White house on compound)	6501 Memorial Drive	1,040	Quarterly
6	Hermann Brown Maintenance Barn	11600 Wallisville	5,600	Quarterly
7	Hermann Maintenance Barn	6520 Almeda Road	2,140	Quarterly
8	Kelly Maintenance Barn	5306 Eastex Freeway	4,500	Quarterly
9	Kingwood Maintenance Barn	100 Waterwell Road	2780	Quarterly
10	Sowden Maintenance Barn	12025 Sowden	10,865	Quarterly
11	Memorial Maintenance Barn (trailer on left side)	6501 Memorial	840	Quarterly
12	Milby Maintenance Barn	2121 Central	2,100	Quarterly
13	North Shepherd Maintenance Barn	4719 North Shepherd	4,500	Quarterly
14	Sims Bayou Maintenance Barn	9500 M.L.K.	1,080	Quarterly
15	Tranquillity Maintenance Barn	502 Rusk	4,000	Quarterly
	PARKS HEADQUARTERS	(All Bldgs. Services after 5:00p.m.)		

PARKS & RECREATION DEPARTMENT

ITEM NO.:	COMMUNITY CENTERS	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
1	Gragg Administration	2999 South Wayside	48,656	Quarterly
2	Wheeler Recreation and Wellness Bldg. #3	6200 Wheeler	33,600	Quarterly
3	Wheeler Administration	6200 Wheeler	7,696	Quarterly
4	Wheeler Guard House	6200 Wheeler	62	Quarterly
5	Wheeler Facility Repair	6200 Wheeler	36,400	Quarterly
7	Herman Park: Japanese Garden, Wildflower Area, Lake Area, Train Station Area, Boathouse Area, Water Play Pavilion Area	6001 Fannin	15,500	Quarterly
8	Guadalupe Plaza Park	2115 Runnels		Quarterly
9	Jamil Skate Park	103 Sabine	980	Quarterly

PUBLIC WORKS & ENGINEERING DEPARTMENT:

ITEM NO.:	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
1	Materials Management	319 St. Emanuel	37,859	Monthly
2	Code Enforcement	3300 Main	50,572	Monthly
3	Materials Management	13211 West Houston Center Blvd,	120,000	Monthly
4	Utility Customer Service	4200 Leeland Main Bldg/Annex	6,992	Monthly
6	Radio Operations	5711 Neches	25,000	Monthly
7	Utility Customer Service	4215 Leeland	8,072	Monthly
8	Traffic & Transportation	2200 Patterson	57,500	Monthly
10	Wastewater Operations	12319 ½ Alameda, Plus Sludge Bldg	8,541	Monthly
11	Wastewater Operations	7440 Cullen; Maintenance Facility, Bldg "D" And Modular Bldg.	30,192 5,040	Monthly
12	Wastewater Operations	Administration – 4545 Groveway	25,750	Monthly
13	Wastewater Operations	Annex – 4545 Groveway	(see #12)	Bi-Monthly
14	Wastewater Operations	4211 Beechnut	15,000	Monthly
15	Wastewater Operations	Lab – 10500 Bellaire	42,630	Monthly
16	Wastewater Operations	5423 Mangum	6,556	Monthly

PUBLIC WORKS & ENGINEERING DEPARTMENT:

ITEM NO.:	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
17	Materials Management	5900 Teague	4,420	Monthly
18	Materials Management	7101 Renwick	6,000	Monthly
Operation Bldg. – Sludge & Control Rm.				
1	Wastewater Operations	3100 Old Galveston Road	6,300	Monthly
2	Wastewater Operations / 2 Bldgs.	2525 S/SGT Macario Garcia Dr.	5,424	Monthly
		69 th St. WWTP Admin & Operations Bldg.		
	Wastewater Operations / 2 Bldgs.	69 th St. WWTP Maintenance Bldg.	12,000	Monthly
		12319 ½ Alameda Rd.	4,600	
	Wastewater Operations / 2 Bldgs.	WWTP Admin & Operations Bldg.	3,900	Monthly
		WWTP Maintenance Office Bldg.		
Maint. – Sludge & Administration Buildings				
1	ROW Maintenance	Two 2 Bldgs. – 8430 New Castle	4,400	Monthly
		Water Purification Plant Office & Whse.	(see #2)	
2	ROW Fleet Maintenance	1700 E. Crosstimbers / 3 Buildings, Front Office / Tool Room / Trailer Office	6,900 100 2,100	Monthly
3	Drinking Water Operation	2300 Federal Road	18,574	Monthly
4	Drinking Water Operation	Office & Whse. – 7000 Ardmore	43,702	Monthly
5	Drinking Water Operation	Office – 7004 Ardmore	24,000	Monthly
6	Drinking Water Operation	12555 Clinton	20,814	Monthly
7	Utility Maintenance	306 McGowen	6,100	Monthly
8	E B Cape Center	4501 Leeland	1,900	Monthly
9	Drinking Water Operation	105 Sabine	7,200	Monthly
10	ROW Maintenance	5500 McCarty	30,358	Monthly
11	Planning and Development	2102 Austin	12,708	Monthly

PUBLIC WORKS & ENGINEERING DEPARTMENT:

ITEM NO.:	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
	Services			
12	Drinking Water Operation / Bldg.	22627 W. Shorewood Loop	2,675	Monthly
13	Drinking Water Operation / Admin/Guard House/Chem./High Sv	3100 Genoa Red Bluff	20,132	Monthly
14	Drinking Water Operation / 6 Buildings	12121 N. Sam Houston Parkway	27,350	Monthly

HOUSTON PUBLIC LIBRARY

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
1	Acres Homes	8501 West Montgomery	8,000	Monthly
2	Alief	7979 South Kirkwood	18,000	Monthly
3	Blue Ridge	7,200 West Fuqua	14,660	Monthly
4	Bracewell	10115 Kleckley	8,126	Monthly
5	Carnegie	1050 Quitman	18,000	Monthly
6	Clayton	5300 Clayton	34,936	Monthly
7	Collier	6200 Pinemont	16,000	Monthly
8	Dixon	8002 Hirsch	3,000	Monthly
9	Flores	110 North Milby	8,500	Monthly
10	Frank	6440 West Belfort	16,000	Monthly
11	Heights	1302 Heights	14,000	Monthly
12	Hillendahl	2436 Gessner	10,000	Monthly
13	Jesse Jones	500 McKinney	333,620	Monthly
14	Johnson	3511 Reed Road	10,500	Monthly
15	Julia Ideson	500 McKinney	200,000	Monthly
16	Jungman	5830 Westheimer	17,000	Monthly
17	Kashmere Gardens	5411 Pardee	10,576	Monthly
18	Kendall (OLD)	14330 Memorial Drive	9,642	Monthly
19	Lakewood	8815 Feland	4,015	Monthly
20	Library Resource Center	3102 Center	10,000	Monthly
21	Looscan	2510 Willowick	7,387	Monthly
22	Mancuso	6767 Belfort	11,000	Monthly
23	Melcher	7200 Keller	4,200	Monthly
24	Meyer	5005 West Belfort	7,650	Monthly
25	Montrose	4100 Montrose Blvd.	15,100	Monthly
26	Moody	9525 Irvington	5,700	Monthly
27	Oak Forest	1349 West 43 rd	7,650	Monthly
28	Park Place	8145 Park Place Blvd.	16,000	Monthly
29	Pleasantville	1510 Gelhorn	4,000	Monthly
30	Ring	8835 Long Point	7,645	Monthly
31	Robinson Westchase	323 Wilcrest	16,600	Monthly

HOUSTON PUBLIC LIBRARY

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
32	Scenic Woods	10677 Homestead Road	11,000	Monthly
33	Smith	3624 Scott	10,500	Monthly
34	Stanaker	611 Macario Garcia	8,500	Monthly
35	Tuttle	702 Kress	6,500	Monthly
36	Vinson	3100 West Fuqua	9,000	Monthly
37	Walter	7660 Clarewood Drive	7,675	Monthly
38	Young	5300 Griggs	7,000	Monthly
39	African American Library	1300 Victor	26,000	Monthly
40	Kendall (NEW)	609 N. Eldrigde	28,000	Monthly
41	Marston Admin	820 Marston	22,000	Monthly
42	Frank Library	10103 Fondren	10,000	Monthly

CONVENTION & ENTERTAINMENT FACILITIES:

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
1	Jones Hall for the Performing Arts	615 Louisiana	185,000	Inside – monthly Outside – monthly
2	Miller Outdoor Theatre	100 Concert Drive	15,000	Inside Monthly
3	Wortham Theater Center	510 Preston	409,000	Inside – monthly Outside- twice monthly
4	George R. Brown Convention Center: 1) 66 loading docks 2) All building perimeter wall areas – ground level, second level, third level ramp, sidewalk areas and balcony areas 3) All storage and warehouse areas 4) All tunnel and tunnel storage areas 5) All offices, storage and warehouse areas 6) All mechanical, plant and boiler room areas, utility closets 7) All meeting rooms, ballrooms, theater	1001 Avenida de las Americas	1,850,000	Inside – monthly Outside – weekly

CONVENTION & ENTERTAINMENT FACILITIES:

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
	areas 8) All public and service hallways 9) All public and non-public restroom areas 10) Kitchen areas are covered by Food Service Contractor			
5	Jones Plaza	600 Louisiana Street	5,133	Outside—monthly Inside Monthly
6	Talento Bilingue de Houston	333 S. Jensen, Houston, TX 77003	81,500	Inside – monthly Outside – monthly
7	Civic Center/Tranquility Park Garage	511 Rusk	2,194	Monthly
8	Houston Center for the Arts	3201 Allen Parkway	42,301	Inside – monthly Outside – twice monthly
9	Convention District Garage	1002 Avenida de las Americas	150,000	Monthly
<u>FINANCE & ADMINISTRATION:</u>				
1.	Warehouse Facility	2511 Broad Street	24,034	Monthly
<u>MAYOR'S OFFICE:</u>				
1	Gulfton Community Learning Center	5982 Renwick	2,400	Monthly
<u>SOLID WASTE MANAGEMENT:</u>				
1	Southwest Service Center	11500 South Post Oak	18,000	Monthly
2	Northwest Service Center	1245 Judiway	18,700	Monthly
3	Southeast Service Center	1506 Central	21,130	Monthly
4	Hydraulic Rebuild Shop / Training	1502 Central	5,000	Monthly
5	Northeast Service Center	5617 Neches	30,000	Monthly
6	Northeast Collection Center	5614 Neches	11,476	Monthly
7	Northeast Depository	5565 Kirkpatrick	288	Monthly
8	Central Depository	2240 Central	600	Monthly
9	Sunbeam Depository	5100 Sunbeam	320	Monthly
10	Sommermeier Depository	6023 Windfern	168	Monthly

CONVENTION & ENTERTAINMENT FACILITIES:

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
11	Westpark Recycling Center	5815 Southwest Freeway	7,200	Monthly
12	Facility Maintenance Building	5711 Eastex Freeway	3,600	Monthly
13	Light Vehicle Maint. Building	5703 Eastex Freeway	2,400	Monthly
14	SW Recycling Center (New Building)	11500 S. Post Oak	19,000	Monthly
15	ReUse Recycling Center	9003 N. Main	11,000	Monthly
16	Depository Office Trailers (2)	5703 Eastex Freeway	1400	Monthly
17	SW Freeway Depository	11003 SW Freeway	600	Monthly

ADMINISTRATIVE & REGULATORY AFFAIRS:/ ARA (BARC)

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
1	ENTIRE COMPLEX ADMINISTRATIVE OFFICES WAREHOUSE KENNEL AREAS OUTDOOR GROUNDS (INCLUDING SIDEWALKS)	2700 EVELLA	47,319 TOTAL 5,760 8,064 28,368 5,127	FROM NOVEMBER 20 UNTIL APRIL 23 EVERY 21 DAYS FROM APRIL 30 UNTIL OCTOBER 30 WEEKLY

HOUSTON AIRPORT SYSTEM:

ITEM NO.	FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	ESTIMATED FREQUENCY
	IAH (section A)			
1	TERMINAL "A"	2800 N. TERMINAL RD	534,235	MONTHLY
2	TERMINAL "B"	3100 N. TERMINAL RD	150,000	MONTHLY
3	TERMINAL "C"	3500 N. TERMINAL RD	250,000	MONTHLY
4	TERMINAL "D"	3700 N. TERMINAL RD	440,000	MONTHLY
5	AIRPORT SERVICES COMPLEX	4500 WILL CLAYTON PKWY	196,500	MONTHLY
6	OTHER Facilities	REF Section A, #6, Page 37 of 69	145,000	MONTHLY
7	FIS (Federal Inspection Station)	3870 N Terminal Rd	700,000	MONTHLY
8	HAS Operations	4775 Will Clayton	5334	MONTHLY
9	HAS Finance	5050 Wright RD, 2-Story	12,157	MONTHLY
10	Gym Facility	5050 Wright Rd	3,300	MONTHLY
11	HAS Fire Station No. 54	2500 Fuel Storage Rd, 2-Story	20,674	MONTHLY
12	HAS Fire Station No. 92	4300 Will Clayton(*1)	13,500	MONTHLY
13	Fire Station No. 99	18580 Chanute	20,674	MONTHLY

14	Technical Services 2 Buildings	18600 Lee RD, 2-Story, 1-Story	81,333	MONTHLY
15	One Stop FIS Cargo	19581 Lee RD	29,620	MONTHLY
16	APM Facilities	3115 S. Terminal Road	47,555	MONTHLY
	<i>TOTAL IAH</i>		<i>2,649,882</i>	
	<i>HOU (Section B)</i>			
1	MAIN TERMINAL – LOWER	7800 AIRPORT BLVD.	120,000	MONTHLY
2	MAIN TERMINAL – UPPER LEVEL	7800 AIRPORT BLVD.	100,000	MONTHLY
3	AIRFIELD AND GROUNDS	9014 RANDOLPH	17,000	MONTHLY
4	NR7 Building	7700 AIRPORT BLVD.	15,000	MONTHLY
5	HAS Fire Station No. 81 (2 bldgs.)	7990 Paul B Koonce, 1-Story	13,515	MONTHLY
6	FAA BUILDING – UPPER & LOWER LEVELS	8800 PAUL B. KOONCE	31,000	MONTHLY
7	DOG KENNEL	8800 PAUL B. KOONCE	400	MONTHLY
8	TAXI AREA	7550 AIRPORT BLVD.	7,050	MONTHLY
9	All HAS including HAS Contractor's Offices & Shops	7800 AIRPORT BLVD.	10,000	MONTHLY
10	EAST CONCOURSE	7800 AIRPORT BLVD.	167,000	MONTHLY
11	Electrical Hangar	9014 Randolph Suite C	15,625	MONTHLY
12	North Vault	Airfield next to trash compactor	1,200	MONTHLY
13	South Vault	Airfield next to FAA bldg	1,200	MONTHLY
	<i>TOTAL HOU</i>		<i>498,990</i>	
	<i>EFD (SECTION C)</i>			
1	ADMIN BLDG. – TOWER AND 10 RESTROOMS IN THE T- HANGARS	11602 AEROSPACE BLVD.	35,280	BI-MONTHLY
2	Airport Services Complex	6011 FARLEY	5,040	BI-MONTHLY
	<i>TOTAL EFD</i>		<i>40,320</i>	
	<i>TOTAL IAH, HOU & EFD</i>		<i>3,189,192</i>	
	<i>OTHER WORK/SERVICES</i>			
1	IAH Mosquito Fogging	Designated areas	Per four hour period	As needed
2	IAH, HOU & EFD Mosquito Baiting	Designated Areas	Various locations totaling 1,953,600	As needed

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"
MWBE SUBCONTRACT TERMS
(See the next page)

EXHIBIT "D"
MWBE SUBCONTRACT TERMS
(See the next page)

EXHIBIT "D1"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. **Assurance Pest Control, Inc.** (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. **Assurance Pest Control, Inc.** (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute ahs arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as other wise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

EXHIBIT "DD"

**CITY OF HOUSTON
AFFIRMATIVE ACTION & CONTRACT COMPLIANCE
M/WBE UTILIZATION REPORT**

Report Period _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____

PRIME CONTRACTOR: _____ CONTRACT No.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

LIAISON/PHONE No.: _____ M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBEs to reflect up/down variances on contract amount						
Affirmative Action Division ATTN: Velma Laws 713-837-9018 611 Walker, 20 th Floor Houston, Texas 77002						

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

1. Tracy Vrooman Regional Accts. Mgr. as an owner or officer of
(Name) (Print/Type) (Title)
Terminix International Company, L.P. (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date 4.7.2010

Contractor Name Terminix Intl. Co., L.P.

Signature Tracy Vrooman

Title Regional Accts. Mgr.

EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

1. Tracy Vrooman, Regional Accts. Mgr.
(Name)(Print/Type) (Title)

as an owner or officer of Terminix International Co., L.P. (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

4.7.2010
Date

Terminix Intl. Co., L.P.
Contractor Name

[Signature]
Signature

Regional Accts. Mgr.
Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

1. Tracy Vrooman, Regional Accts. Mgr.
(NAME) (PRINT/TYPE)

as an owner or officer of Terminix Intl. Co., L.P. (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

4.7.2010
DATE

Terminix Intl. Co., L.P.
CONTRACTOR NAME

[Signature]
SIGNATURE

Regional Accts. Mgr.
TITLE

**EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION**

I, Tracy Vrooman, Regional Accts. Mgr. as an owner or officer of
(Name) (Print/Type) (Title)

Terminix Int'l. Co., L.P. (Contractor or Vendor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from 10/09 to 03, 2010.

BRW
Initials

A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

BRW
Initials

Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

BRW
Initials

Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

BRW
Initials

Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is N/A.

BRW
Initials

From 10/01/09 to 03/31/10 the following test has occurred
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	4	0	1	5
Number Employees Positive	0	0	0	0
Percent Employees Positive	0	0	0	0

BRW
Initials

Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

BRW
Initials

I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

4.7.2010
(Date)

Terminix Int'l. Co., L.P.
(Typed or Printed Name)
[Signature]
(Signature)
Regional Accts. Mgr.
(Title)