



CITY OF HOUSTON INVITATION TO BID

Issued: December 3, 2008

BID OPENING

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 AM Thursday, January 8, 2009** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**TELEVISION PRODUCTION SERVICES
FOR MAYOR'S OFFICE
BID INVITATION NO.: S29-L23016
NIGP CODE: 915-09 & 915-78**

BUYER

Questions regarding this solicitation document should be addressed to **Douglas Moore, Division Manager**, at **(832) 393-8724**, or e-mail to douglas.moore2@cityofhouston.net.

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the **"PLACE BID"** page.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at the City Hall, Strategic Purchasing Division, 901 Bagby, Conference Rm. 2 (Tunnel Level), Houston, Texas 77002 at **10:00 AM on Friday, December 12, 2008**.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <http://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

***CONTENTS:**

SECTION A: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS

***NOTE 1:** Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.

***NOTE 2:** To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.

SECTION A



**TELEVISION PRODUCTION SERVICES
FOR MAYOR'S OFFICE
BID INVITATION NO.: S29-L23016
NIGP CODE: 915-09 & 915-78**

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Television Production Services for a three-year period with two (2) one-year option periods to extend for the Mayor's Office**", which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Television Production Services** for the City in accordance with attached Specifications.

Documents/forms must be downloaded from the City's Website <http://www.houstontx.gov/purchasing/index.html>.

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Contractor's Questionnaire
*All Applicable Qualifications as Required in Scope of Work/Specifications

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Pay or Play Affirmative Action & Contract Compliance Q & A
Pay or Play Affirmative Action & Contract Compliance Requirements
Pay or Play Certification of Agreement to Comply w' the Program
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B500, Houston, TX 77002, Attn: Douglas Moore or via fax: 832-393-8724 or via email (preferred method) to douglas.moore2@cityofhouston.net no later than **12:00 PM, Friday, December 19, 2008**.

CONTRACTOR'S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for **Television Production Services** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Television Production Services.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____
2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____
3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

SITE INSPECTION

The City of Houston HTV Staff will perform site surveys to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and storage capabilities as they relate to the performance of this contract. All key personnel who will be working on behalf of this contract need to be present to address any and/or all questions, when the site inspection is scheduled. Please be reminded that this will be used to determine if the bidder is responsible.

QUALITY AND WORKMANSHIP

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and services upon request by the City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

SECTION B

SCOPE OF WORK/SPECIFICATIONS

1.0 OBJECTIVE:

- 1.1 HTV seeks to establish a contract with a reputable production house to handle specialized production needs. We are seeking to create a long-term relationship with a professional production house that has a stellar track record in production, post-production and client management. This production contract will not be assigned a dollar value as it will only be funded through on-going sponsorship monies and will not use any City of Houston funds. HTV's initial monthly goal is to raise an average of \$6,500.00 dollars through sponsorship requests. HTV anticipates that the sponsorship funds will increase as the marketplace shifts to recognize the production contract and its potential positive impact on the community.
- 1.2 Funding will be made available as sponsorship revenue is received for production contract projects. HTV will request services on a case-by-case basis. As the production contract will be effective for a term of three (3) calendar years reserving the option of extending for two (2) additional one-year terms, the City will need an established vendor that has consistent access to the latest technology in digital video, film, camera and sound equipment and editing facilities. HTV will also be considering the vendor's qualifications requiring a site survey (See Exhibit "B-6") of facilities within 100 miles from Downtown Houston, Texas, along with a demo reel and client recommendations.

2.0 SCOPE OF WORK:

- 2.1 The Contractor shall furnish all supervision, labor, transportation, tools, equipment and supplies necessary to provide television production services to HTV in support of its studio and field operations per Exhibit "B", "B-2", "B-3", "B-4", "B-5", "B-6" & "B-7".

3.0 MAGAZINE SHOW REQUIREMENTS:

3.1 HTV "Houston Television" Magazine Show:

- 3.1.1 HTV intends to produce Magazine Shows in the studio in both "Live", "Live-on-Tape" and record to tape for post-production with B-Roll.
- 3.1.2 The Shows will be scripted outlined and produced with the professionalism of any local Production House or Broadcast Television Station. Each show can include multiple segments and can include a custom open, graphics, bumps, music and a custom close. A show will be assigned a air date at that time the Contractor will be responsible for creating the appropriate promo for the show either dated or generic format.

3.2 Magazine Show Production Requirements:

- 3.2.1 The Contractor shall provide services as needed to support the HTV Production Staff. All shows will be outlined and services will be requested based on the need to support personnel or to provide specialized equipment for a project. All content produced by the contractor shall become the sole property of HTV.
- 3.2.2 The Contractor shall be responsible for providing the following:
 - 3.2.2.1 The appropriate crew services. Services will be requested on an as needed

basis.

- 3.2.2.2 Short form video packages (to be used in the shows).
- 3.2.2.3 Production personnel prior to "Live" or "Live-on-Tape" studio productions (approximately 5-6 hours of production for these events)
- 3.2.2.4 Equipment required to complete field and studio productions assigned to Contractor. (HTV will provide studio equipment as detailed in Exhibit B-6- (HTV FURNISHED EQUIPMENT)
- 3.2.2.5 Travel Time- - Time and mileage will be billed as portal-to-portal. Beginning shoot location to end shoot location only. Mileage will be billed at current IRS rate standard. Any additional mileage will need to be approved and authorized by designated HTV staff.
- 3.2.2.6 Attire- Business Casual will be expected at all shoots (collared shirt and long pants)

4.0 FINAL MASTER EDITING:

- 4.1 The Contractor shall complete postproduction of the assigned MAGAZINE SHOWS providing a finished MASTER to the HTV Production Supervisor. The "rough cut" Magazine Product shall be ready for evaluation 10 business days after last completed production day. HTV shall be allowed to make up to 2 finished minutes of edit changes on any product at no additional cost to the City. After completion of the evaluation and written approval of "rough cut" by the HTV supervisor, finished MASTER is due within 7, seven business days.

5.0 ALL OTHER PRODUCTION SERVICE REQUIREMENTS (Excludes Magazine Shows):

- 5.1 Cancellations of scheduled events must be communicated to the Contractor via phone, fax, and email 24 hours in advance of any scheduled event without charge or penalty to the City of Houston.
- 5.2 In the event of cancellation of a scheduled production with less than 24 hour notice, the Contractor will be paid a flat fee for a maximum three (3) hour rate identified in Fee Schedule.
- 5.3 Productions may vary such as sports coverage (i.e. soccer games etc.), inaugurations, ceremonies, community/town hall meetings, gala/dinners, speaker series, live celebrations/events and others.
- 5.4 Contractor shall use professional broadcast camera and editing equipment such as Avid, Final Cut Pro or other similar brands of equal quality and format flexibility. Contractor shall maintain adequate quantities and types of equipment to fulfill the scope of this contract and shall be required if necessary to lease/rent equipment required to complete a given project. ANY rental costs attributed to the acquisition of external equipment must be approved in writing before the rental agreement is initiated.
- 5.5 Contractor shall provide finished videos via Beta SP, DVD or other broadcast quality media formats for encode and broadcast purposes. Contractor must be prepared to provide other formats immediately upon request as specified at the time of contract award/Notice to Proceed.
- 5.6 Contractor shall monitor industry standards and Federal mandates to accommodate technological changes as they become available.
- 5.7 Any and all tapes, discs and/or hard drive file media recorded during any shoot/production shall be turned over to HTV and shall be the sole property of HTV "Houston Television" and the City of Houston.
- 5.8 Signed talent and location releases must be turned in within 30 days prior to remittance of payment for any services (See Exhibits B-3, B-4 and B-5).

6.0 HTV FURNISHED EQUIPMENT:

- 6.1 HTV will make available studio facilities for production services at the sole discretion of HTV "Houston Television"

7.0 STUDIO LOCATION

Main Street Studios
3100 Main Street
Basement Level, Studio B
Houston, TX

OFFICE LOCATION

HTV "Houston Television"
Suite 1C11
3100 Main Street
Houston, TX 77002

8.0 ADDITIONS & DELETIONS:

- 8.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's prevailing charges or rates for the equipment, locations and/or services classified in the fee schedule.

9.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 9.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of alarm monitoring, maintenance and telephone response services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

10.0 WARRANTY OF SERVICES:

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

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

- 10.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. 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-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

- 10.3 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 contract price.

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

EXHIBIT B-2

SAMPLE MAGAZINE SHOW (General Guidelines)

1.0 STATION SCRIPT

Script : Entertainment Houston –Episode 2	Track 1: Narration
LENGTH: 28:30	Track 2: Interviews and nat. sound
Intro Carol/ Ted on stage at MOT 00:30 Ted /OC Fade to..... Take VO/music under MOT shot of happy & sad face (Need to get) (T1) 13:55:13- Wide shot of MOT w/Indian sign (T1) 13:40:20-Med shot cat machine dragging dirt (T1) 06:38:09-Tight shot Men working on wiring Metro rail line Pan of Discover Green People enjoying the park Med shot of wide with of Discover Green showing downtown in the background	COLD OPEN: INTRODUCTION: CAROL FOR DECADES, HOUSTONIANS HAVE ENJOYED A DIVERSE RANGE OF ENTERTAINMENT ON THIS STAGE ...FROM LOCAL ARTISTS, AND CELEBRITIES TO HOLLYWOOD ENTERTAINERS. WHAT MAKES THIS PLACE UNIQUE...IS THAT ALL OF ITS PERFORMANCES ARE FREE TO THE PUBLIC...THAT'S UNHEARD OF THESE DAYS. HELLO I'M CAROL HERRERA ALONG WITH MY CO HOST TED BOWEN... WELCOME TO ANOTHER EDITION OF ENTERTAINMENT HOUSTON...THE SHOW THAT TAKES ON STAGE AND BACK STAGE OF THE RIGH PERFORMING ARTS VENUES ...WHERE PEOPLE LOVE TO WATCH AND PLAY. TED: TODAY WE'RE AT MILLER OUTDOOR THEATRE AT HERMANN PARK. AS MILLER CELEBRATES ITS 85TH ANNIVESARY THIS YEAR...WE'LL GIVE YOU A RESTROSPECTIVE OF THIS POPULAR VENUE...AND SHOW YOU A GLMPSE OF THE ALL THE RECENT IMPROVEMENTS. CAROL: LATER IN OUR SHOW WE'LL TAKE A SHORT RIDE ON THE METRO LINE AND SPOTLIGHT ONE OF THE CITYS NEWEST PREMIER DESTINATIONS ...DISCOVER GREEN... A 12 ACRE PARK THAT'S PUT A NEW FACE ON DOWNTOWN HOUSTON. ----- TIME: 2(30)SECOND PSA'S OUTCUE: ----- ANIMATED OPEN: -----

Take Break #1
Time: 1:00

Animated Open :20 sec

Carol /VO

Houston military parade –slide 1
Shot of military on streets – slide 2
Downtown shot w/cars & people – 3
Port of Houston – slide 4

Skyline w/Esperson and Gulf building –slide 5
Busy downtown/traffic – slide 6
(Formal shot from joel) –slide 7
Skyline shot of downtown –slide 8

Shot of Gulf building & d/t – slide 9
Foleys Store -- 10
Rice Hotel – 11
Heights Neighborhood – 12
Outside of Lowe's Theatre – 13

Downtown Trolley – slide 14
Exterior Democratic Convention slide –15
Interior of Democratic Convention – slide 16
Sam Houston Statue -- slide 17

Girls in custom @ MOT slide 18
People dressed for Notsouh –slide 19
People with sombrero hat -- slide 20
Picture of people dressed for show --21
Picture of MOT (joel) slide 22

MOT w/pile of dirt on hill (joel) slide 23
MOT w/ jazz nat snd (T1) 00:30:06
People sitting outside the lawn
@ MOT (T1) 01:00:04
(Pics of posters of old performances of

fading in & out of picture) (T1)
People in seating area (T2) 02:14:10
Chorus Line (T2) 29:21:24
African Footprints (T7) 02:02:07
China Jigu (T7) 20:28:21

Disneyworld performance (T8) 20:18:22
People in audience (T8) 21:41:22
Taiko drums (T5) 15:25:21

CAROL:

THE END OF WORLD WAR ONE MARKED SIGNIFICANT CHANGES FOR OUR COUNTRY ... THE TRANSITIONED FROM WAR TIME TO PEACE TIME BROUGHT ECONOMIC PROSPERITY FOR HOUSTON.

IN THE 1920'S ...HOUSTON WAS THRIVING WITH NEW DEVELOPMENT AND NEW AND DYNAMIC RESIDENTS. BY THE 1930'S HOUSTON HAD BECOME THE LARGEST CITY IN TEXAS.

BUSINESS IN HOUSTON WAS BOOMING WITH A VIBRANT DOWNTOWN, NEW BUILDINGS, BUSINESSES, HOTELS, NEIGHBORHOODS, NEW THEATRES AND OTHER DEVELOPMENT.

YET AS HOUSTON GREW...IT WAS THE DEMOCRATIC NATIONAL CONVENTION HELD HERE THAT BROUGHT NATIONAL ATTENTION TO HOUSTON AS ONE OF THE UP-AND- COMING AMERICAN CITIES.

THE ROARING 20'S... ALSO USHERED IN A PERIOD OF ARTISTIC AND CULTURAL ENERGY. IN HOUSTON, THAT ENERGY FOUND A HOME WITH THE CONSTRUCTION OF MILLER OUTDOOR THEATRE.

IN THE 1940'S THE HILL WAS CREATED WITH THE SOIL USED TO BUILD NEARBY FANNIN STREET.

SINCE IT'S OPENING ...THE THEATRE HAS FILLED THE OPEN AIR WITH A PLETHORA OF DIVERSE MUSIC FROM JAZZ, AND CLASSICAL TO R & B AND ROCK.

MILLER ALSO HAS CAPTURED ATTENTION WITH ITS BROADWAY AND THEATRICAL PERFORMANCES CHORUS LINE TO CULTUREAL PERFORMANCES LIKE AFRICAN FOOTPRINTS AND MUCH, MUCH, MORE.

FOR NEARLY A CENTURY NOW...IT REMAINS THE ONLY OPEN-AIR VENUE OF ITS KIND IN THE COUNTRY. (*LET VIDEO BREATHE FOR A COUPLE OF SECONDS*)

TODAY HUNDREDS OF PEOPLE ARE KNOWN TO "PARK THEIR BLANKETS ON THE HILL TO CATCH THE FREE PERFORMANCES.

W/shot people on hill (T2) 01:26:09
People sitting on blankets (T2) 01:49:07

Interviews Peter and Paul on stage
Fade out music during interviews

Two shot to one shot interview
S: Peter Rousell, Editor
Houston Intown Magazine

S: Paul Beutel, Managing Director
Miller Outdoor Theatre Advisory Board

(B-roll of MOT pics and performances)

The Refugee 01:50:21
Puerto Rico Festival 07: 17:08
Big River 00:47:18
TUTS Tape 11:15:10
TUTS Tape 11:55:11

Carol/ Ted/OC/sitting down on stage

TED/OC
S: Ted Bowen, Co-Host
Entertainment Houston

.
RECENTLY... I HAD THE OPPORTUNITY TO TALK TO TWO PEOPLE WHO SHARED THEIR STORIES ABOUT MILLER OUTDOOR THEATRE'S BEGINNINGS AND THEIR OWN PERSONAL EXPERIENCES.

-
1. PETER, YOU HAVE A FAMILY HISTORY THAT'S LINKED TO THE MILLER OUTDOOR THEATRE? TELL US ABOUT IT.
 2. TAKE US BACK IN TIME AND GIVE US A RETROSPECTIVE OF MILLER OUTDOOR THEATRE.
 3. WHO ARE THE RESIDENT COMPANIES AND WHO DECIDES WHAT PERFORMANCES WILL TAKE PLACE HERE.
 4. PAUL, WE'VE ALL SEEN SOME GREAT TALENT OVER THE YEARS ...TELL ME ABOUT SOME OF THE WELL- KNOWN PERFORMANCES THAT HAVE BEEN ON STAGE.
 5. What makes "Miller" one of the most popular venues in town?
-

CAROL & TED:

THE MILLER OUTDOOR THEATRE UNDERWENT SOME MAJOR IMPROVEMENTS RECENTLY TO MAKE IT AN EVEN MORE ENJOYABLE EXPERIENCE FOR EVERYONE WHO VISITS THIS PARK.

MY CO-HOST TED BOWEN WILL TAKE YOU ON A TOUR OF THE NEW AND IMPROVED MILLER OUTDOOR THEATRE.

TED:

THANKS FOR THAT RETROSPECTIVE, CAROL.

NOW, MILLER OUTDOOR THEATRE'S RECEIVED NEARLY 1.2 MILLION DOLLARS IN IMPROVEMENTS NOT JUST TO THE THEATRE, BUT THE HILL, THE WALKWAYS, THE SEATING AREAS AND ALSO THE LANDSCAPING.

THE RENOVATIONS WILL MAKE THE PARK MORE

Close of workers (T1) 09:14:11 Pan of Miller seating area (T1) 05:40:15 Sheila and Ted talking walking through the isle at MOT S: Sheila Turkiewicz, Assistant Director, Miller Outdoor Theatre Two shot to one shot of interview Michelle wheels down the new walkways in her wheelchair S: Michelle Colvard, Director, Mayor' Office on Disabilities... Two shot to one shot interview... TED /VO/Music under... 29 :21:24 Chorus Line Ted/OC/Tease #2 Toss to break Chorus line music under fade out Take Break #2	ACCESSIBLE FOR EVERYONE WHO COMES HERE TO WATCH AND LISTEN TO THE SHOWS. SHEILA TURKIEWICZ, ASSISTANT DIRECTOR FOR MILLER OUTDOOR THEATRE, TO TELL US MORE ABOUT THE SOME OF THE CHANGES. ----- 1. SHEILA- TELLUS ABOUT THE IMPROVEMENTS HAPPENING HERE AT THE MILLER OUTDOOR THEATRE. 2. HOW DID THE IMPROVEMENTS COME ABOUT? 3. HOW IS THE CITY CELERBRATING THE THEATRE'S 85TH ANNIVERSARY? 4. ANYTHING YOU WANT TO ADD? ----- THE CONSTRUCTION WORK HERE AT MILLER ALSO IMPROVED ITS ACCESSIBILITY. MICHELLE COLVARD IS WITH THE MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES – AND SHE'S HERE WITH US TODAY. 1. MICHELLE, TELL ME HOW THE UPDATES BEING MADE THAT WILL MAKE THINGS BETTER FOR PEOPLE WITH DISABILITIES. 2. WHAT STEPS HAS THE MAYOR'S OFFICE TAKEN TO MAKE SURE OUT FACILITIES ARE ACCESSIBLE? 3. ANYTHING YOU WANT TO ADD? THE MILLER SEASON IS NOW UNERWAY...IT RUNS FROM MARCH THROUGH OCTOBER, SO NOW'S THE PERFECT TIME TO PITCH A BLANKET AND CATCH A FREE PERFORMANCE! ----- TED: STAY TUNED AS WE TAKE YOU TO THE CITY'S LATEST HOT SPOT... DISCOVERY GREEN... DON'T GO AWAY ...WE'LL BE RIGHT BACK. ----- BREAK:(2) 30 SECOND PSA'S (10) SEC ID (ON THE LIGHTER SIDE) ----- CAROL: A SHORT RIDE ON THE METRO RAIL...TAKES US TO THE MOST ANTICIPATED PARK OF THE YEAR, DISCOVERY GREEN LOCATED ACROSS THE STREET FROM THE GEORGE R. BROWN CONVENTION CENTER. IT ALL STARTED AS A DREAM FOR MAYOR BILL WHITE. . . A GREEN SPACE WITHIN HOUSTON'S CENTRAL CITY WHERE RESIDENTS AND VISITORS COULD SHARE TIME TOGETHER. THAT DREAM WAS REALIZED WITH THE OPENING OF
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Time: 1:00 Carol/VO Metro Rail going towards DG Pan of the park from the GRB Unique shots of the park landscape and activities Carol /OC/in the park At Discovery Green entrance Ted /OC Ted Bowen, Co-Host Entertainment Houston Two shot with Susanne S/ Susanne Theis, Program Director Discovery Green (two shot w/question/to one shot interview)	DISCOVERY GREEN. OPENING DAY FOR THE TWELVE-ACRE PARK BROUGHT THOUSANDS DOWNTOWN TO CELEBRATE THE 18-MONTH \$122 MILLION PROJECT, ACTION-PACKED WITH PLENTY OF SUNSHINE AND FAMILY ACTIVITIES. MODELED AFTER GREAT URBAN PARKS ACROSS THE COUNTRY, THIS PARK IS THE CRÈME DE LA CRÈME FOR TEXAS, LINED WITH 100-YEAR-OLD OAK TREES...A LAKE ... CIVIC ARTWORK ...MAINSTAGE ENTERTAINMENT... TWO SIGNATURE RESTAURANTS AND SO MUCH MORE. MY CO HOST TED BOWEN HAS BEEN MAKING HIS WAY AROUND TH PARK AND HAS FOUND SOME AMAZING THINGS.HERE. TED: TWO YEARS IN THE MAKING, DISCOVERY GREEN IS LIKE NO OTHER PARK IN THE COUNTRY. SUSANNE THEIS IS DISCOVERY GREEN'S PROGAM DIRECTOR AND SHE'S IN CHARGE OF PLANNING ALL THE FUN EVENTS AND ACTIVITIES FOR DISCOVERY GREEN 1. HOW EXCITING IS IT TO HAVE DISCOVERY GREEN IN THE HEART OF DOWNTOWN HOUSTON! 2. TELL US ABOUT ALL THE FUN THINGS TO DO HERE. 3. WHAT ARE SOME OF THE UPCOMING EVENTS AND PLANNED ACTIVITIES WE CAN LOOK FORWARD TO? 3. NOW, THIS SPACE WENT FROM CONCRETE PARKING LOTS TO ALL OF THIS GREAT GREEN SPACE. WHERE CAN VISITORS PARK WHEN THEY COME OUT TO VISIT? 4. I WOULD IMAGINE THAT GARAGE COMES IN HANDY NOT ONLY FOR VISITORS TO DISCOVERY GREEN, BUT ALSO TO THE THOUSANDS OF VISITORS TO THE GEORGE R. BROWN CONVENTION CENTER EVERY YEAR. -----CAROL: WELL THE PARK IS DEFINITELY MAKING IT'S MARK NATIONALLY NOT ONLY FOR ITS GREEN SPACE, AND SPECIAL EVENTS BUT ALSO ITS CUISINE.
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Carol/OC Different shots of scenic shots of greenery People eating B-roll.....Burgers...fries Steaks...Gulf Coast Seafood Shot of Chef Ryan Perra Chef Ryan Perra The Grove and The Lakehouse Schiller Del Grande Restaurant Group One shot interview	HOUSTON HAS ALWAYS BEEN TOUTED AS A HAVEN FOR HIP CUISINE...DISCOVERY GREEN IS NO EXCEPTION. NOT IN THE MOOD TO PACK A PICNIC LUNCH? NO PROBLEM! DISCOVERY GREEN HAS THE TABLE SET AT TWO PREMIER RESTUARANTS - THE GROVE AND THE LAKEHOUSE. THE LAKE HOUSE OFFERS FAST-CASUAL, FAMILY-FRIENDLY FOOD, FEATURING BURGERS AND FRIES, SODAS AND MORE. IT'S THE PLACE TO KICK BACK AND RELAX WITH THE KIDS. . . FOR MORE CONTEMPORARY COUSINE, THE GROVE RESTAURANT AND ROOFTOP BAR OVERLOOKS THE PARK'S MAGNIFICENT LIVE OAK TREES. FURNISHED WITH HIGH FASHION DÉCOR AND EYE CATCHING ARTWORK, THE GROVE IS THE PERFECT SETTING TO MEET FOR A BUSINESS LUNCH OR AFTER HOURS FOR DINNER AND COCKTAILS. FROM CASUAL FOOD TO FINE DINING ... HAMBURGERS AND FRIES TO STEAKS AND GULF COAST SEAFOOD, DISCOVERY GREEN HAS THE PERFECT COMBINATION TO PLEASE YOUR PALATE. A FIRST CLASS PARK DESERVES FIRST CLASS SERVICE ...SCHILLER DEL GRANDE RESTAURANT GROUP WAS SELECTED FOR ITS REPUTATION AS AN ICON IN AVANTE GARDE CUISINE. CHEF RYAN PERRA ...WHO WAS BUSY MAKING SURE ALL IS PREPARED WITH THE RIGHT TOUCH. . . TELLS US ABOUT DINING OPTIONS FOR PARK VISITORS. ----- 1. DISCOVERY GREEN IS IN THE HEART OF THE CITY...HOW EXCITING IS THAT? 2. WHAT CAN PEOPLE LOOK FORWARD TOO WHEN THEY COME HERE? 3. IS THERE A SIGNATURE DISH? 4. THIS PATIO WILL BE PERFECT TO ENJOY THE NICE WEATHER – WHAT'S UPSTAIRS? 5. I HEARD THE LAKEHOUSE IS SIMILAR TO THE SHAKE SHACK IN NEW YORK CITY. TELL ME ABOUT THE LAKEHOUSE. ----- TED:
--	--

:30 seconds

DAWN ULLRICH, DIRECTOR, CONVENTION AND
ENTERTAINMENT FACILITIES DEPARTMENT

CREDITS

PRODUCERS

CAROL HERRERA
TED BOWEN

CAMERA OPERATOR & FLOOR DIRECTOR
DARYL HUGHES

EDITOR & SPECIALS GRAPHICS
DARYL HUGHES

TELEPROMPTER
AL BYERS, OPERATIONS SUPERVISOR

MARIANA OYANGUREN
HTV PROGRAM SUPERVISOR

DWIGHT WILLIAMS
HTV GENERAL MANAGER

FOOTAGE COURTESY OF:

HOUSTON BALLET
HOUSTON GRAND OPERA
MILLER OUTDOOR THEATRE
THEATRE UNDER THE STARS
SOCIETY FOR THE PERFORMING ARTS
SPECIAL EVENTS OF THE MAYOR'S OFFICE
HTV - HOUSTON TELEVISION
DISCOVERY GREEN

THANKS TO:

JOHN KLUMB
JOHN HARRIS
SHANE HUGHES
SHAWN HAUPTMANN
THE HOUSTON PRESERVATION SOCIETY
THE HERITAGE SOCIETY
HOUSTON PUBLIC LIBRARY
BETTY CHAPMAN, AUTHOR AND HISTORIAN

--	--

EXHIBIT B-3

STANDARD LOCATION RELEASE

SERIES / PROGRAM TITLE: _____

PRODUCTION DATE: _____

Permission is hereby granted to HTV-Houston Television a Division of the City of Houston Communications Department to use the property located at

consisting of _____

for the purpose of photographing and recording scenes for the above program produced by HTV- Houston Television

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the program(s).

The undersigned hereby gives to HTV Houston Television, its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

HTV Houston Television hereby agrees to hold the undersigned harmless of and free from any and all liability and loss which HTV- Houston Television, and/or its agents, may suffer for any reason, except that directly caused by the negligent acts or deliberate misconduct of the owner of the premises or its agents.

The undersigned hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds HTV Houston Television, and/or its agents, harmless from and against any and all loss, liability, costs, damages or claims of any nature arising from, growing out of, or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of HTV-Houston Television, or its agents.

By: _____
Signature of Authorized Property Representative

Date: _____

EXHIBIT B-4

STANDARD/MINOR RELEASE

PARTICIPANT'S NAME: _____

PROGRAM: _____

In consideration of consent receipt for which is hereby acknowledged, and for the opportunity to participate in the above-identified video program produced by HTV-Houston Television a Division of the City of Houston Communications Department, I agree that the program(s) may be broadcast and distributed without limitation through any means and I shall not receive any compensation for my participation.

I confirm that any and all material furnished by me for this program is either my own or otherwise authorized for such use without obligation to me or any third party. I also agree to the use of my name, likeness, portrait or pictures, voice and biographical material about me for educational, program or series publicity and organizational promotional purposes.

I further agree that my participation in the program confers upon me no rights to use, ownership or copyright. I release HTV, its employees, agents, and assigns from all liability which may arise from any and/or all claims by me or any third party in connection with my participation in the program(s).

It is understood that HTV is under no obligation to broadcast the above-identified program(s) or series.

Agreed to and signed this ____ day of _____, 2007 by:

Participant's Signature Street Address City, State, Zip

I, _____ am the parent or legal guardian of the above-named minor and I endorse the above statement in his/her behalf on this ____ day of _____ 2007.

Parent or Guardian / Street Address / City, State, Zip

EXHIBIT B-5

TALENT/MODEL RELEASE

City of Houston
HTV- Houston Television
www.htvhouston.net
832-393-1299
PO BOX 1562
Houston, TX 77251-1562

Program Title

Date

In consideration of consent and any other good and valuable considerations, receipt of which is hereby acknowledged, I, being of legal age, hereby give HTV-Houston Television a Division of the City of Houston Communications Department, their licensees, successors, legal representatives, and assigns the absolute and irrevocable right and permission to use my name and to use, reproduce, edit, exhibit, project, display, copyright, publish and/or resell photography images and/or moving pictures and/or videotaped images of me with or without my voice, or in which I may be included in whole or in part, photographed, taped, videotaped, and/or recorded on this date and thereafter, and to circulate the same in all forms and media for art, advertising, trade, competition of every description and/or any other lawful purpose whatsoever. I also consent to the use of any printed matter in conjunction therewith.

I hereby waive any right that I may have to inspect and/or approve the finished product or products or the editorial, advertising, or printed copy or soundtrack that may be used in connection therewith and any right that I may have to control the use to which said product, products, copy and/or soundtrack may be applied.

I hereby release, discharge and agree to save City of Houston-HTV, their licensees, successors, legal representatives and assigns from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form whether intentional or otherwise that may occur or be produced in the making, processing, duplication, projecting or displaying of said picture or images, and from liability for violation of any personal or proprietary right that I may have in conjunction with said pictures or images and with the use thereof.

AGREED AND ACCEPTED this _____ of _____ in the year of _____

Talent Signature

Printed Name

street address

city, state, zip

phone number

EXHIBIT B-6

HTV FURNISHED EQUIPMENT

HTV Inventory of Available Equipment

Studio:

HTV will provide the following equipment in Studio B control room and studio.

Grass Valley 200 Switcher
Link Electronics Closed Caption Encoder and Decoder
Chyron LEX Graphics Generator
RTS Systems Intercom system
Flat Screen Teleprompter
Three- Hitachi Z-2000 Studio Cameras, Cables, and Camera Control Units
SoundCraft Digital 324 16 Channel audio board
Marantz CD Recorder/Player
2 – UVW1800 Recorders, 1 – PVW-2650 Player

Post Production Equipment:

- AVES Edit Suite is an Off-line A/B roll with:
3-Sony UVW1800's and 1-U-Matic ¾" player
Sony A/B roll computer edit system
Sony DME700 switcher
Sony MXP290 audio mixer
Chyron MicroX graphics generator
Time Base Corrector, CD Player.
- Edit Suite 1 is an Avid Non-Linear Digital Editor with:
a PC operating system, 500 gigs of storage
Photoshop, Adobe Aftereffects, AVID Express Pro, and other software packages
Dual VGA Monitors, Sony 14" NTSC Monitor
Sony UVW1800.
- Edit Suite 6 is an Avid Non-Linear Digital Editor with:
a Mac operating system, 90 gigs of storage
Photoshop, Adobe Aftereffects, AVID Composer, and other software packages
Dual VGA Monitors, Sony 14" NTSC Monitor
Sony UVW1800.
- EDIT-C Edit Suite, is an A/B roll edit suite with:
3-Sony UVW1800,
1-U-Matic ¾" player, VHS Recorder
Chyron MicroX graphics generator
Sony DME500 switcher
Audio mixers, CD player.

Field Production Equipment:

Four Available Kits containing:

1 ea-Sony UVW100 SP Camera w/ mounting plate
Lens
Camera case

Tripod
Anton Bauer Batteries
Hand held Microphone
Wireless Microphone Receiver
Wireless Body Pack transmitter w/Lavalier microphone
Lavalier Microphone
Camera mounted Light

EXHIBIT B-7

SITE SURVEY

CITY OF HOUSTON/ HTV TELEVISION ON SIGHT SURVEY REQUEST:

PLEASE SUPPLY THE CITY OF HOUSTON AND HTV WITH THE FOLLOWING INFORMATION ABOUT YOUR PRODUCTION COMPANY.

1. ALL STAFF AND CONTRACTORS WITH JOB DESCRIPTIONS:

2. EDITING SOFTWARE, PLAYBACK DECKS, GRAPHICS AND SPECIAL EFFECTS SOFTWARE:

3. CAMERA SPECS, ALL CAMERA GEAR, LIGHTING GEAR, AUDIO GEAR:

THANKS YOU.
RESPECTFULLY

HTV TELEVISION
3100 MAIN SUITE 1C11
HOUSTON, TEXAS 77002

OFFICE 832 393 1270
FAX 832 393 1272

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # S29-L23016

ORDINANCE # _____

COUNTY OF HARRIS

CONTRACT # _____

II. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **TELEVISION PRODUCTION SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("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
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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- A. DEFINITIONS
- * B. SCOPE OF SERVICES
- *B-2. SAMPLE MAGAZINE SHOW
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- *B-4. STANDARD/MINOR RELEASE
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- * E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- * G. DRUG POLICY COMPLIANCE DECLARATION
- * H. FEES AND COSTS
- *I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM

* Note: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

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)

WITNESS: (if not corporation)

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

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.

Date

Legal Assistant

III. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, transportation, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B", "B-2", "B-3", "B-4", "B-5", "B-6", & "B-7."

2.0 RELEASE

- 2.1 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.

3.0 INDEMNIFICATION

- 3.1 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:
- 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
 - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
 - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
 - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 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.

4.0 INDEMNIFICATION PROCEDURES

- 4.1 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:
- 4.1.1 a description of the indemnification event in reasonable detail, and
 - 4.1.2 the basis on which indemnification may be due and
 - 4.1.3 the anticipated amount of the indemnified loss.
- 4.2 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.
- 4.3 Defense of Claims
- 4.3.1 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.
 - 4.3.2 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.

5.0 INSURANCE

- 5.1 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 coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
 - 5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
 - 5.1.3 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

5.1.4 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)

5.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. 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:

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

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

6.0 WARRANTIES

6.1 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.

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

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

6.2.2 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,

6.2.3 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

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

7.0 LICENSES AND PERMITS

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

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

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

9.0 MWBE COMPLIANCE

9.1 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 **15%** 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.

- 9.2 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.

10.0 DRUG ABUSE DETECTION AND DETERRENCE

- 10.1 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.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 10.2.1 a copy of its drug-free workplace policy,
 - 10.2.2 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
 - 10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".
- 10.3 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.
- 10.4 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.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

- 11.1 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.
- 11.2 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.

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

- 12.1 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.
- 12.2 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.

13.0 CONTRACTOR'S PERFORMANCE

- 13.1 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.

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- 14.1 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.
- 14.2 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.
- 14.3 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.

IV. DUTIES OF CITY

1.0 PAYMENT TERMS

- 1.1 The City shall pay and Contractor shall accept fees 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.

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 \$_____ 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 or designee, 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 \$50,000. A Change Order of more than \$50,000 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 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.4.1 Council expressly authorizes the City Purchasing Agent or Director to approve a

Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.

- 6.4.2 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.
- 6.4.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.5 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.
- 6.6 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.
- 6.7 Change Orders are subject to the Allocated Funds provisions of this Agreement.

V. TERM AND TERMINATION

1.0 CONTRACT TERM

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting 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/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in written of non-renewal at least 30 days before the expiration of the then current term.

4.0 TIME EXTENSIONS

- 4.1 If 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.

VI. 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 therefore.

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.

"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 SERVICES

(To be inserted by the City at the time of Contract execution)

**EXHIBIT B-2 through B-7
TO FOLLOW**

(To be inserted by the City at the time of Contract execution)

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY

(To be inserted by the City at the time of Contract execution)

EXHIBIT D
MWBE SUBCONTRACT TERMS

(To be inserted by the City at the time of Contract execution)

EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT

(To be inserted by the City at the time of Contract execution)

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

I, _____
(Name - Print/Type) **(Title)**

as an owner or officer of _____ (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.

Date

Contractor Name

Signature

Title

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

I, _____
(Name - Print/Type)

as an owner or officer of _____ (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.

Date

Contractor Name

Signature

Title

EXHIBIT G
DRUG POLICY COMPLIANCE DECLARATION

(To be inserted by the City at the time of Contract execution)

**EXHIBIT H
FEES AND COSTS**

(To be inserted by the City at the time of Contract execution)

EXHIBIT I
PAY OR PLAY

(To be inserted by the City at the time of Contract execution)