

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- Funds have been encumbered out of funds previously appropriated for such purpose.
- Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- Other - Grant Funds Available

[Handwritten Signature]
General P.M.

Date: 9-15, 2020

City Controller of the City of Houston, Texas

de FUND REF: 9010-2800-520110 AMOUNT: 1,500,000.00 ENCUMB. NO.: SR0 45-331674
 OA 46-16190
 FMBB 3-28033

City of Houston, Texas Ordinance No. 2020-782

AN ORDINANCE APPROPRIATING THE SUM OF \$7,500,000.00 OUT OF THE AIRPORTS RENEWAL AND REPLACEMENT FUND AND APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HOUSTON AND FREESE AND NICHOLS, INC. TO PROVIDE ENVIRONMENTAL ON-CALL PROFESSIONAL SERVICES FOR THE HOUSTON AIRPORT SYSTEM; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS, THAT:

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary, or, in the absence of the City Secretary, any Assistant City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements, or other undertaking described in the title of this Ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all actions necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. The total allocation for the contract, agreement, or other undertaking approved and authorized hereby shall never exceed \$7,500,000.00 unless and until this sum is increased by ordinance of City Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 16th day of September, 2020.

APPROVED this _____ day of _____, 20____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 22 2020.

Atty. General
City Secretary

FUNDING SOURCE:

\$7,500,000.00 from HAS Renewal and Replacement Fund (8010)

(Prepared by Legal Dept.
(EMH/anv 08/19/2020)
(Requested by Mario Diaz, Director, Houston Airport System)
(L.D. File No. 0042000152001)

Cand M. Howard
Senior Assistant City Attorney

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

**CONTRACT FOR
PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES**

This **CONTRACT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES** ("Contract") is made on the date countersigned by the City Controller ("Effective Date") by and between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule city principally situated in Harris County, Texas, and Freese and Nichols, Inc. ("Consultant"), a Texas corporation.

The City and Consultant agree as follows:

ARTICLE 1. PARTIES

- 1.1 ADDRESSES.** The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

<u>City</u>	<u>Consultant</u>
Director, Houston Airport System or designee City of Houston PO Box 60106 Houston, TX 77025-0106	Freese and Nichols, Inc. 10497 Town and Country Way, Suite 500 Houston, Texas 77024 Attention: Robert Chambers Vice President

- 1.2 TABLE OF CONTENTS.** This Contract consists of the following articles and exhibits:

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D	Subcontractor's Assignment of Copyright
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F	Drug Policy Compliance Agreement
G	Consultant's Certification of No Safety Impact Positions
H	Drug Policy Compliance Declaration
I	Federal Mandatory Contract Provisions
J	Title VI List of Pertinent Non-Discrimination Acts and Authorities

- 1.3 PARTS INCORPORATED.** The above-referenced exhibits are attached and incorporated into this Contract.
- 1.4 CONTROLLING PARTS.** If there is a conflict or inconsistency between the provisions of the articles or exhibits, the articles control over the exhibits.

1.5

SIGNATURES. The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

By: *Donna Harvey*
Name: Donna Harvey
Title: Assist. Corporate Secretary

FREESE AND NICHOLS, INC.

By: *Robert W. Chambers*
Name: Robert W. Chambers
Title: VICE PRESIDENT

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

DS
BB

DocuSigned by:
Mario Diaz
9C60F3A4A7CB4BB...
Mario Diaz
Director, Houston Airport System

City Controller

DocuSigned by:
Jerry Adams
9BB950409A3F42B...
Chief Procurement Officer

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

DocuSigned by:
Andrew...
Senior Assistant City Attorney
L.D. File No. 004200152007

ARTICLE 2. DEFINITIONS

2.1 As used in this Contract, the following terms have the meanings given below:

- 2.1.1 *"Billing Rates"* means the fully loaded and all-inclusive rates set forth in **Exhibit "B"** for each job category of personnel providing services. Each Billing Rate shall include the employee's base hourly rate, multiplied by the prime or sub consultant's audited multiplier, plus up to 10% profit. This Billing Rate is a loaded rate that includes all fringe and overhead costs in total (corporate office, regional office, district office, etc.), fee, profit, and all other costs. The charge for Consultant's services shall be computed separately for each employee who performs services by multiplying the number of hours the employee performs services by the hourly Billing Rate applicable to that employee's job category. Set forth in **Exhibit "B"** for each job category of personnel providing services. It includes salary cost, labor overhead, general and administrative overhead and profit. The charge for Consultant's services shall be computed separately for each employee who performs services by multiplying the number of hours the employee performs services by the hourly Billing Rate applicable to that employee's job category. Subject to possible Billing Rate increases in the option years (if exercised) described in paragraph this Agreement from the Countersignature Date through the end of the Term, Consultant shall charge City the Billing Rates set forth in **Exhibit "B"**. If an option year(s) is exercised by the Director, an increase may be added to some or all of the Billing Rates set forth in **Exhibit "B"** at the sole discretion of the Director. At such time, the increased Billing Rates will automatically become a part of **Exhibit "B"**. If, at any time, additional employee categories are required to accomplish services herein, the Director may authorize in writing the additional employee category, which will automatically become a part of **Exhibit "C"** and the corresponding Billing Rate, which will automatically become a part of **Exhibit "B"**. Consultant shall establish the Billing Rates in accordance with FAA AC 150/5100-14D, as amended, and shall otherwise comply with all FAA Advisory Circulars, as relevant.
- 2.1.2 *"Business Days"* means any day that is not a Saturday, Sunday, or City Holiday. In the event that any deadline set forth in this Contract falls on a Saturday, Sunday, or City Holiday, the deadline shall automatically be extended to the next day that is not a Saturday, Sunday or City Holiday.
- 2.1.3 *"City"* means is defined in the preamble of this Contract and includes its successors and assigns.
- 2.1.4 *"City Attorney"* means the City Attorney of the City or any person designated by the City Attorney to perform one or more of the duties of the City Attorney under this Contract.
- 2.1.5 *"City Holiday"* means any official City of Houston holiday as determined each year by the City Council.
- 2.1.6 *"Contract"* means this document, including all exhibits and amendments by written agreement of the parties.
- 2.1.7 *"Consultant"* means authorized representatives contracted by the City to execute the Work.
- 2.1.8 *"Day(s)" or "day(s)"* means calendar day, including weekends and City Holidays, whether capitalized or not, unless otherwise provided. In the case of plural 'days', those days will be consecutive.
- 2.1.9 Disadvantaged Business Enterprise (DBE).

- 2.1.10 "*Director*" means the Director of Houston Airport System or any person designated by the Director to perform one or more of the Director's duties under this Contract.
- 2.1.11 "*Documents*" the reports, charts, analyses, maps, letters, tabulations, exhibits, notes, models, photographs, the original transparencies of all drawings, computer programs (including source and object codes), and other work products (and any modifications or improvements to them) the Consultant prepares, receives, or provides for a Project pursuant to a Letter of Authorization under this Contract. The Director shall specify the medium and format in which Consultant shall provide such documents.
- 2.1.12 "*DOT*" means the United States Department of Transportation or its successor agency or agencies.
- 2.1.13 "*EPA*" means the United States Environmental Protection Agency or its successor agency or agencies.
- 2.1.14 "*Environmental Laws*" shall have the meaning set forth in this Contract.
- 2.1.15 "*Effective Date*" means the date the City Controller countersigns this Agreement and this Agreement becomes effective and binding.
- 2.1.16 "*Employee*" means the personnel working under Consultant's direction and control who are direct employees of Consultant.
- 2.1.17 "*FAA*" means the Federal Aviation Administration as presently constituted as a division of the United States Department of Transportation or its successor agency or agencies.
- 2.1.18 "*Final Completion*" means the full completion of the Work in accordance with the Contract Documents, without limitation, the satisfaction of all outstanding and Punch List Items, and the issuance of a Certificate of Occupancy by all permitting and licensing entities.
- 2.1.19 "*Fixed Lump Sum*" means the method of payment based upon Consultant's estimate of allowable costs such as salary, overhead, and Reimbursable Expenses, plus a reasonable margin of profit, all expressed as a single lump sum. A lump sum proposal shall be accompanied by the Consultant's estimate. The estimate should detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; Reimbursable Expenses; and profit.
- 2.1.20 "*HAS*" means the Houston Airport System, the City's Department of Aviation.
- 2.1.21 "*Hazardous Materials*" shall have the meaning set forth in this Contract.
- 2.1.22 "*Letter of Authorization*" or "*LOA*" means the documents sent to the Consultant by the Director authorizing certain services to be performed pursuant to **Section 3.1.2**.
- 2.1.23 "*Notice to Proceed*" means a written communication from the Director to the Consultant instructing Consultant to begin performance under this Contract.
- 2.1.24 Occupational Safety and Health Administration (OSHA)

- 2.1.25 "*Project*" means the services to be performed as authorized by individual Letters of Authorization in accordance with the Contract. The work described in each Letter of Authorization is an individual Project.
- 2.1.26 "*Project Schedule*" means a schedule of Project activities and events, showing initiation point, duration, and ending points for services in each Letter of Authorization. The schedule indicates time allowed for reviews by the City staff. The Project Schedule is drafted by the Consultant, in consultation with the City staff. It must be approved in writing by the Director.
- 2.1.27 "*Project Schedule Chart*" means a schedule of Project activities and events, showing initiation point, duration, and ending points. The schedule indicates time allowed for reviews by the City staff. The Project Schedule Chart is drafted by the Consultant, in consultation with the City staff. It must be approved in writing by the Director.
- 2.1.28 "*Reimbursable Expenses*" mean:
- 2.1.28.1 the reasonable costs of copying and printing (other than for the Consultant's internal use and the review Documents required under this Contract), postage, and message and delivery services (other than for general correspondence) incurred by the Consultant in the course of its performance under this Contract;
 - 2.1.28.2 with prior written approval, the ordinary and reasonable cost of travel to and from points outside of Houston and its extra-territorial jurisdiction by representatives of the Consultant, not to exceed the amount established under the City's then-current travel reimbursement policy for its employees, including automobile mileage reimbursement, common carrier coach or economy fares, ground transportation expenses, and, for overnight trips, the cost of lodging and meals if such travel is reasonably necessary to accomplish a task directly related to a Project, and if reservations are made as far in advance as feasible; and
 - 2.1.28.3 sales tax related to the Consultant's services under this Contract which it is legally required to pay.
 - 2.1.28.4 It shall be the Consultant's responsibility to inform itself of the City's travel reimbursement policies.
- 2.1.29 "*Services in General*" are defined in **Section 3.1.1** of this Contract and **Section 1** of **Exhibit "A"**.
- 2.1.30 "*Subcontract Cost*" means the ordinary and reasonable cost of subcontracts made by the Consultant and approved in writing in advance by the Director for services rendered by subcontractors under this Contract plus a fixed payment not to exceed 5% of subcontractor labor cost to compensate Consultant for profit, assumption of responsibility, and performance risk related to the subcontracts.
- 2.1.30.1 Such fixed payment shall be computed on an LOA by LOA basis and shall not be subject to adjustment unless the LOA's scope of services, with respect to subcontracted services, changes.
 - 2.1.30.2 Invoices for Subcontract Cost must be accompanied by appropriate documentation detailing the subcontractor's performance contributions for the period of time being invoiced. Any additional documentation reasonably required by the Director shall also

be provided by Consultant. Consultant shall require subcontractors to provide appropriate documentation of costs and expenses incurred in the performance of their services performed in furtherance of an LOA, including but not limited to, a copy of the actual invoice from subcontractor to Consultant.

- 2.1.30.3 Consultant is responsible for the performance and work product of subcontractors.
- 2.1.31 "*Staffing Schedule*" means Consultant's organizational structure and staffing assignments for key positions on the Project as shown in **Exhibit "C"**.
- 2.1.32 "*Term*" means the entire period during which this Contract is in effect, starting on the Effective Date and continuing through the final date of termination or expiration of this Contract, including any renewals or extensions.
- 2.1.33 "*TSA*" means the Transportation Security Administration as presently constituted as a division of the United States Department of Transportation or its successor agency or agencies.
- 2.1.34 "*Work*" means the services required to be provided under a Letter of Authorization. The Work may constitute the whole or a part of the Project.

ARTICLE 3. RIGHTS AND DUTIES OF CONSULTANT

3.1 SCOPE OF SERVICES.

3.1.1 Services in General

- 3.1.1.1 For and in consideration of the payment specified in this Contract, the Consultant shall provide all labor, material, and supervision necessary and reasonably inferable to perform on-call professional environmental consulting services as set out in this Contract, including those in **Exhibit "A"**, and as specifically described in Letters of Authorization.
- 3.1.1.2 Consultant shall perform the following services:
- 3.1.1.2.1 Provide prompt and efficient professional environmental consulting services for each Project;
- 3.1.1.2.2 Coordinate its performance with the Director, City consultants, and all governmental entities having jurisdiction over the Project;
- 3.1.1.2.3 Make periodic written reports, meeting notes, and recommendations to the Director with respect to conditions, transactions, situations, or circumstances encountered by the Consultant relating to its services under this Contract;
- 3.1.1.2.4 Attend meetings with representatives from the City, local, state, and federal agencies, and contractors if required by the Director;
- 3.1.1.2.5 If requested, provide a copy of written materials prepared by Consultant or made available to Consultant under this Contract;

- 3.1.1.2.6 Meet the standards prevailing in its profession for environmental consulting services performed for similar projects in Harris County, Texas;
 - 3.1.1.2.7 Ensure the professional quality, technical accuracy, and coordination of all Documents and services;
 - 3.1.1.2.8 Correct or revise all errors and deficiencies in Documents and services as directed by the Director. No compensation will be paid for corrections or revisions of errors and deficiencies.
- 3.1.1.3 The Consultant will be asked to perform on-call services required after Consultant receives written notice by the Director to begin performance and assurance that adequate funds have been allocated.
- 3.1.1.3.1 The City is not required to proceed with this Contract, including under services authorized in individual LOAs, after completion of the Consultant's services for any phase of work. If this occurs, the Director shall notify the Consultant in writing of the Director's intent to terminate an individual LOA or this Contract under **Section 5.2**. Any amounts paid to the Consultant before it receives this written notice plus any amounts to which the Consultant is entitled constitute total compensation for the services rendered to the date of receipt of the written notice. The Consultant is not entitled to any additional sums.

3.1.2 Services in Particular

- 3.1.2.1 The Consultant shall perform services only in response to a Letter of Authorization ("LOA") signed by the Director. An LOA will describe the scope included in the services, the length of time to perform the services, and the maximum amount of compensation that may be earned for the performance of those services. Payment shall be made on the basis of (a) Billing Rates set forth in **Exhibit "B"** for employees of Consultant and all subcontractors, plus Reimbursable Expenses and other Subcontract Costs, or (b) a lump sum that does not exceed an estimate of the services. Payment basis (a) or (b) will be selected at the sole discretion of the Director.
- 3.1.2.2 The LOA will provide more a specific description of the professional environmental services described in **Section 3.1.1**, Services in General and be extended to include:
 - 3.1.2.2.1 Prepare supporting data and other services related to change orders, other than those change orders necessitated by the Consultant's error or omission;
 - 3.1.2.2.2 Assist the City in obtaining any special licenses or permits which may be required for completion of a Project excluding any licenses or permits required to be obtained under **Section 3.10**. The City shall pay the costs of special licenses or permits;
 - 3.1.2.2.3 Perform or obtain the services of a subcontractor to soil samples, laboratory analyses of the samples and Consultant analyses. The Consultant or the subcontractor must prepare a detailed report of all findings and transmit an electronic version of the report, signed and sealed by Consultant.

3.1.3 Letters of Authorization

- 3.1.3.1 In response to Letters of Authorization to be issued periodically by the Director, Consultant shall perform services as set forth under this Contract and each LOA. The extent of such assigned work and the payment basis after negotiations with Consultant have been completed for each LOA will be defined in each LOA in accordance with this Contract. Consultant agrees that it shall diligently perform all assigned Project tasks and meet the delivery schedules of the Project Schedule established for the Project in each LOA. Consultant acknowledges that time is of the essence in performing services under this Contract. Consultant shall not begin services until it receives a signed LOA from the Director.
- 3.1.3.2 LOA's must set forth the following:
- 3.1.3.2.1 Contract number, HAS project number, and Consultant's name, address, and telephone number;
 - 3.1.3.2.2 LOA number and date;
 - 3.1.3.2.3 Identity of Consultant's key personnel assigned to each LOA and the subcontractors who will perform services;
 - 3.1.3.2.4 A scope of services specifically identifying the services to be performed and the Project deliverables to be prepared.
 - 3.1.3.2.5 Project Schedule including the following:
 - 3.1.3.2.5.1 Start and completion dates of the Services in Particular deliverables;
 - 3.1.3.2.5.2 Critical dates of coordination with subcontractors;
 - 3.1.3.2.5.3 Review submittal dates and period duration allowed for HAS review;
 - 3.1.3.2.5.4 Scheduled submittals of required reports; and
 - 3.1.3.2.5.5 Meeting schedule including required attendance at scheduled progress meetings
 - 3.1.3.2.6 A breakout to include identification, by line item, of the required position classifications set forth in **Exhibit "C"** to perform the services, the estimated hours, and the fixed hourly Billing Rate as set forth in **Exhibit "B"** and as defined in this Contract;
 - 3.1.3.2.7 A breakout of all Reimbursable Expenses by line item, to include the estimated quantity of the item required, the unit cost, and an extended "not to exceed" dollar amount therefore;
 - 3.1.3.2.8 Frequency of payment (i.e., monthly, milestone, upon completion of project);
 - 3.1.3.2.9 Balance of funds remaining in the Contract;

- 3.1.3.2.10 Payment Method (i.e. O&M or CIP)
- 3.1.3.2.11 Identification of the estimated amount of services to be performed by DBE firms, if applicable; and Cumulative DBE Summary
- 3.1.3.2.12 Any other information necessary to identify and perform the services or as otherwise may be required by the Director.
- 3.1.3.2.7 LOA's shall continue to be in effect and performed by Consultant until such time as all requirements have been met and a written acceptance of the Project performed has been made by the Director or until Consultant receives written notification from the Director to discontinue services on a particular Project.
- 3.1.3.2.8 LOA's may be amended at any time during the performance in the same manner as they are issued.
- 3.1.3.2.9 LOAs may not alter or amend the terms and conditions set forth in this Contract.

3.2 CONSULTANT'S PERSONNEL.

- 3.2.1 The Consultant shall perform services under this Contract employing the people listed in its staffing schedule provided in **Exhibit "C"**. The Consultant may revise its staffing schedule, including changes to employee job categories, only after obtaining the prior written approval of the Director. Upon the Director's written approval, the revised Staffing Schedule shall replace the existing **Exhibit "C"** without the need of an amendment. Consultant must include the following information for each professional-level employee proposed for assignment under this Contract:
 - 3.2.1.1 Name of employee;
 - 3.2.1.2 Description of tasks to be performed;
 - 3.2.1.3 Applicable registration;
 - 3.2.1.4 Principal office of employment;
 - 3.2.1.5 Summary of relevant experience; and
 - 3.2.1.6 Date and expected duration of assignment.
- 3.2.2 During the term of this Contract, the Consultant must obtain, maintain, and pay for all licenses, permits, and certificates, including all professional licenses required by any statute, ordinance, rule or regulation. If the Consultant does not maintain these professional licenses, the Director may immediately terminate this Contract. The Consultant must immediately notify the Director of any suspension, revocation, or other negative action against his or her license.
- 3.2.3 The Director may require removal of any employee of the Consultant providing services under this Contract whose work product in the Director's sole discretion is unacceptable.

3.3 SUBCONTRACTING.

- 3.3.1 Consultant shall not subcontract any part of its performance under this Contract without the prior written approval of the Director. In requesting such approval, Consultant must provide the Director with the name of the proposed subcontractor, the nature of the services to be performed, and a copy of the proposed subcontract which, at a minimum, (i) includes the same information required of Consultant in **Section 3.2.1**, inclusive of all sections therein, and (ii) restricts the subcontractor from adding any mark-up to its reimbursable expenses and its all-

inclusive billing rates. If such approval is given, Consultant shall be responsible for services performed by subcontractors to the same extent as if the services were performed by the Consultant.

3.3.2 The Director may request Consultant to engage subcontractors with specialized skills or specific knowledge. Consultant shall identify subcontractors demonstrating successful work history in the requested area to the satisfaction of the Director. Upon the Director's approval, Consultant shall be responsible for choosing and contracting with each specialized subcontractor. All specialized subcontractors must make Good Faith Efforts to meet the subcontracting goal set out in **Section 3.16** of this Contract. The Director may request Consultant to engage subcontractors with specialized skills or specific knowledge. Consultant shall identify subcontractors demonstrating successful work history in the requested area to the satisfaction of the Director. Upon the Director's approval, Consultant shall be responsible for choosing and contracting with each specialized subcontractor. All specialized subcontractors must make Good Faith Efforts to meet the subcontracting goal set out in **Section 3.16** of this Contract.

3.3.3 In accordance with the Texas Prompt Payment Act, Consultant 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 Contract, including Consultant's employees. **CONSULTANT SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONSULTANT'S FAILURE TO MAKE THESE PAYMENTS.** Consultant shall submit disputes relating to payment of DBE subcontractors to mediation in the same manner as any other disputes under the DBE subcontract.

3.4 BILLING RATES.

3.4.1 Allowable Increases

3.4.1.1 At the Director's sole discretion, the Billing Rates set forth in **Exhibit "B"** are subject to a possible increase not to exceed 4% of the Billing Rate for the previous contract year for actual salary increases which shall include cost of living adjustments. Upon the Director's written approval, the revised Billing Rate(s) will automatically become part of **Exhibit "B"**.

3.4.1.1.1 An increase to any Billing Rate may only occur once per contract year.

3.4.1.1.2 Any increase to Billing Rates will not take effect on any existing LOA but shall take effect on any LOA issued after the increased Billing Rate has been approved by the Director.

3.4.2 Employee Categories

3.4.2.1 The Director may authorize additional employee categories required to accomplish the services required herein. Upon the Director's written approval, the additional employee category or categories will automatically become a part of **Exhibit "C"** and the corresponding Billing Rate which will automatically become a part of **Exhibit "B"**.

3.4.3 Most Favored Client

3.4.3.1 Consultant represents and warrants to the City that the Billing Rates set forth in **Exhibit "B"** are equal or more favorable to the fully-loaded hourly rates contemporaneously offered by Consultant to any other public sector client for similar aviation services.

3.4.3.1.1 If subsequent to the Effective Date and at any point during the Term, Consultant enters into any agreement with another client that contains fully loaded hourly rates that are more favorable than those in this Contract for similar services, Consultant must notify the City of such arrangements and agree to lower its Billing Rates to include those applicable and more favorable compensation terms as directed and agreed to by the Director. Upon the Director's written approval, **Exhibit "B"** shall be replaced to reflect the lower Billing Rates.

3.4.3.1.2 **Section 3.4.3.1** will not apply to compensation arrangements that fall into one of more of the following categories:

3.4.3.2 *Dissimilar Operating Units.* The services at issue are not provided by the same operating unit (e.g. provided by an operating unit that has no indirect cost pools in common with the operating unit providing services under this Agreement);

3.4.3.2.1 *Pro Bono.* The services at issue are pro bono in nature; or

3.4.3.2.2 *Lump Sum.* The services at issue are provided under contracts that are primarily lump sum in nature; or

3.4.3.2.3 *Below Threshold.* The services at issue are provided under a contract that is less than \$100,000 in value; or

3.4.3.2.4 *Equitable Considerations.* Other equitable considerations exist under which the Director determines, in his sole and reasonable discretion, that to adopt the more favorable, common compensation terms would not be appropriate. The Consultant must advise the Director when Consultant notifies the Director of such more favorable, common compensation terms of any facts it contends exists to negate the requirement that this Agreement be amended to adopt such terms. Any determination by the Director on this issue will be final.

3.4.3.3 *Relation Back of Compensation Changes.* If the application of this **Section 3.4.3.1** results in a modification of any compensation terms under this Agreement, that modification will be effective as of the date Consultant entered into its agreement with another client. The Parties agree that any overpayments made on invoices submitted to the City by Consultant will be refunded or used as a setoff on future invoices.

3.4.3.4 *Warranty Reporting Requirements.* On January 1 of each year during the Term, Consultant must provide the Director a letter, executed by an appropriate representative of Consultant (subject to the Director's determination and approval), warranting and confirming that it is in compliance with this provision and that no other clients of Consultant are operating under contracts or other arrangements containing compensation terms that are more favorable than those compensation terms provided in this Agreement.

3.4.4 Implementation of Changes to Billing Rates

3.4.4.1 To implement allowable changes to the Billing Rates set forth in **Sections 3.4.1**, and **3.4.2**, the Director shall provide written notice to Consultant of an approved change to the Billing Rate(s) along with a replacement **Exhibit "B"** depicting the approved

change. Any such change to the Billing Rates or corresponding changes to Exhibit "B" does not require a contract amendment or any further Council action.

3.5 INDEMNIFICATION. CONSULTANT AGREES TO AND SHALL 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, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY TO THE EXTENT CAUSED BY CONSULTANT'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONSULTANTS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS CONTRACT, WHETHER CONSULTANT IS IMMUNE FROM LIABILITY OR NOT. CONSULTANT SHALL INDEMNIFY AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES.

3.6 INSURANCE.

3.6.1 Risk and Limits of Liability. Consultant shall, at a minimum, maintain the following insurance coverages in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos \$10,000,000 for an auto driven in the Air Operations Area
Professional Liability Coverage	\$2,000,000 per claim/aggregate
Excess Liability Coverage for Commercial General Liability and Automobile Liability	\$2,000,000.00
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

3.6.2 Insurance Coverage. At all times during the term of this Contract and any extensions or renewals, Consultant shall provide and maintain insurance coverage that meets the requirements of this Contract. Prior to beginning performance under the Contract, at any time upon the Director's request, or each time coverage is renewed or updated, Consultant shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Consultant shall be responsible for and pay (i) all premiums and (ii) any claims or losses to the extent of any deductible amounts. Consultant waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Consultant shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

- 3.6.3 Form of Insurance. The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (i) excuse non-compliance with the terms of this Section, or (ii) waive or estop the City from asserting its rights to terminate this Contract. The policy issuer shall (a) have a Certificate of Authority to transact insurance business in Texas, or (b) 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 Best's Key Rating Guide.
- 3.6.4 Required Coverage. The City shall be an Additional Insured under this Contract, and all policies, except Professional Liability and Worker's Compensation, shall name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Contract provisions. Consultant waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Consultant's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Contract. If professional liability coverage is written on a "claims made" basis, Consultant shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion.
- 3.6.5 Notice. CONSULTANT SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED. Within the 30-day period, Consultant shall provide other suitable policies in order to maintain the required coverage. If Consultant does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Consultant from any further performance under this Contract and begin procedures to terminate for default.

3.7 USE OF WORK PRODUCTS.

- 3.7.1 Consultant shall grant and assign and hereby does grant and assign to the City all right, title, interest, and full ownership worldwide in and to any work, invention, and all Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets, source and object codes, and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Consultant, its agents, employees, contractors and subcontractors pursuant to this Contract (collectively, the "Works"), to have and to hold the same unto the City absolutely. This right of ownership shall include the City's ability to modify, sell, or license all computer programs, including all access to programming codes necessary to do so.
- 3.7.2 Consultant agrees that neither it nor any of its agents, employees, contractors or subcontractors shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Director, Consultant shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark, or trade secret thereto is owned by the City of Houston.
- 3.7.3 Consultant shall execute all documents required by the Director to further evidence such assignment and ownership. Consultant shall cooperate with the City in registering, creating, or enforcing any copyrights, patents, trademarks, trade secrets, or other possessory or proprietary rights arising hereunder. If any assistance by Consultant is requested and rendered pursuant to this Section, the City shall reimburse Consultant for all out-of-pocket

expenses incurred by Consultant in rendering such assistance subject to the availability of funds. On termination of this Contract or upon request by the Director, Consultant shall deliver all Works to the City. Consultant shall obtain written agreements in the form specified in **Exhibit "D"** from its agents, contractors and subcontractors performing work hereunder which bind them to the terms contained in this Section.

3.7.4 Consultant may, however, retain copies of such Documents. Consultant shall have the right to use such copies internally, but Consultant may not sell, license or otherwise market such Documents. Upon request by the Director, Consultant shall deliver such Documents to the City.

3.7.5 Consultant does not represent that the Documents are or are intended to be suitable for use on other Projects or extensions of this Project to the extent that the Documents are site-specific.

3.8 CONFIDENTIALITY.

3.8.1 All reports, information, data or other documents given to, prepared by or assembled by Consultant or its subcontractors arising out of the work performed under this Contract are the exclusive property of the City and will be kept confidential and may not be made available to any individual or organization by the Consultant or its subcontractors without the prior written approval of the Director, provided, however, that these provisions shall not apply to data that is in the public domain; was previously known to Consultant; or was independently acquired by the Consultant from third parties who are under no obligation to the City to keep the data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of Consultant, nor shall they be interpreted in any way to restrict Consultant from complying with a legally enforceable court order to provide information or data; provided Consultant shall immediately give the City notice of the court order to permit City the opportunity to determine whether a Protective Order will be filed. This restriction includes, but is not limited to, press releases, presentations, promotional materials and other public disclosures.

3.8.2 Except as provided in the preceding paragraph, Consultant shall keep confidential, and shall require its employees, agents, subordinates, and subcontractors to keep confidential all information disclosed by the City or its consultants to the Consultant or developed by Consultant or Consultant's employees, agents, subordinates, or subcontractors in the performance of services hereunder.

3.9 **SENSITIVE SECURITY INFORMATION.** Consultant shall take all appropriate measures in accordance with 49 C.F.R. 1520 and other applicable laws to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information ("SSI") that may come into the Consultant's possession as a result of this Contract.

3.10 **TAXES, LICENSES, LAWS, RULES.** Consultant shall pay, before delinquency, all taxes that may be levied, assessed or charged upon Consultant or the property, real and personal, owned by Consultant. Consultant may contest these taxes. Consultant shall comply with all laws, codes, rules, regulations and ordinances relating to its performance under this Contract, including any which may impose requirements more stringent than, or inconsistent with, this Contract. Nothing in this Contract abrogates or diminishes the regulatory or police powers of the City.

3.11 **COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE.** Consultant shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

- 3.12 TITLE VI ASSURANCES – NON-DISCRIMINATION.** Consultant shall comply with the applicable non-discrimination provisions required by the United States of America, including but not limited to, the provisions of 49 CFR Part 21. These provisions are inclusive of any amendments which may be made to such regulations. Further, Consultant shall include the summary of the provisions of 49 CFR Part 21, as may be amended, in subcontracts it enters into under this Contract. This summary is set forth in **Exhibit “E”**.
- 3.13 PAY OR PLAY.** The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Contract for all purposes. Consultant has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.
- 3.14 ANTI-BOYCOTT OF ISRAEL.** Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.
- 3.15 ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES.** The requirements and terms of the City of Houston’s Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Contract for all purposes. Consultant has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Effective Date. Consultant shall notify the City’s Chief Procurement Officer, City Attorney, and the Director of any information regarding the possible violation by the Consultant or its subcontractors providing services or goods under this Contract within seven days of Consultant becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.
- 3.16 DISADVANTAGED BUSINESS ENTERPRISES.**
- 3.16.1 Policy. The City has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the DOT, 49 CFR Part 26. The City may receive Federal financial assistance from the DOT and as a condition of receiving this assistance, the City will sign an assurance that it shall comply with 49 CFR Part 26. It is the policy of the DOT and the City to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy:
- 3.16.1.1 To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - 3.16.1.2 To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
 - 3.16.1.3 To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
 - 3.16.1.4 To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
 - 3.16.1.5 To help remove barriers to the participation of DBEs in DOT-assisted contracts;
 - 3.16.1.6 To assist the development of firms that can compete successfully in the market place outside the DBE Program; and
 - 3.16.1.7 To provide appropriate flexibility to recipients of federal financial assistance in

establishing and providing opportunities for DBEs.

- 3.16.2 The Director of the Office of Business Opportunity is the DBE Liaison Officer. In that capacity, the Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the DOT.
- 3.16.3 DBE Obligation. The City shall never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.
- 3.16.4 In administering its DBE program, the City shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.
- 3.16.5 Contract Goal. Consultant shall make Good Faith Efforts, as defined in City of Houston Ordinance No. 99-893 and 49 CFR Part 26, to subcontract **35%** of the dollar value of the prime contract to small business concerns at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock owned by one or more such individuals, and whose management and daily business operations are controlled by the socially and economically disadvantaged individuals who own it. "Socially and economically disadvantaged individual" means a U.S. citizen (or a lawfully admitted permanent resident of the United States) who is:
- 3.16.5.1.1 Any individual who the City finds to be socially and economically disadvantaged on a case-by-case basis;
- 3.16.5.1.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged: "Black Americans," "Hispanic Americans," "Native Americans," "Asian-Pacific Americans," "Subcontinent Asian Americans." "Women, or any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.16.6 The Consultant shall be required to submit information concerning the DBEs, including the DBE prime contractor, if any, that shall participate in this Contract. The information shall include the name and address of each DBE; a description of the work to be performed by each named firm; the dollar value of the Contract or subcontract; bidder's written commitment to use such DBEs; and written confirmation from the DBEs that they are participants in the Contract. If the Consultant fails to achieve the Contract goal stated therein, it shall be required to provide documentation demonstrating that it made Good Faith Efforts.
- 3.16.7 DBE prime contractors must meet goals and make Good Faith Efforts on the same basis as other Consultants, but DBEs may count toward goals the work that they commit to perform with their own work force, as well as work performed by DBE subcontractors and DBE suppliers.
- 3.16.8 The Consultant shall establish and maintain records and submit regular reports, as required by the Director and the Director of the Office of Business Opportunity, which shall identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

- 3.16.9 Compliance. Consultant is hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth herein, shall constitute a breach of contract which may result in termination of this Contract or such other remedy as deemed appropriate by the City.
- 3.16.10 Contract Assurance. The Consultant or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.
- 3.16.11 Prompt Payment. The Consultant agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 30 days from receipt of each payment the Consultant receives from the City. The Consultant agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Director.
- 3.16.12 Subcontract Clauses. The Consultant hereby assures that it shall include the above clauses in all subcontracts which offer further subcontracting opportunities.
- 3.16.13 Termination of DBE Subcontractor. The Consultant must not terminate for convenience a DBE subcontractor and then perform the work of the terminated subcontract with its own forces or those of an affiliate without the City's prior written consent. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason. Consultant must notify the City in writing and must make Good Faith Efforts to find another DBE subcontractor to substitute for the original DBE. These Good Faith Efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal.

3.17 DRUG ABUSE DETECTION AND DETERRENCE.

- 3.17.1 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. Consultant 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 Contract and is on file in the City Secretary's Office. For purposes of **Exhibits "F", "G", and "H"**, Consultant shall be referred to as "Contractor".
- 3.17.2 Before the City signs this Contract, Consultant shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 3.17.2.1 a copy of its drug-free workplace policy,
- 3.17.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in **Exhibit "F"**, together with a written designation of all safety impact positions and,
- 3.17.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in **Exhibit "G"**.

- 3.17.3 If Consultant files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Contract or on completion of this Contract if performance is less than six months, a Drug Policy Compliance Declaration in a form substantially similar to **Exhibit "H"**. Consultant shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each six-month period of performance and within 30 days of completion of this Contract. The first six-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 Consultant begins work under this Contract.
- 3.17.4 Consultant also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Consultant's employee work force.
- 3.17.5 Consultant shall require that its subcontractors comply with the Executive Order, and Consultant shall secure and maintain the required documents for City inspection.
- 3.18 NON-PARTICIPATION.** Consultant shall not participate in the bidding process as a bidder and shall not engage in construction of any construction projects emanating from the Project. By written agreement, Consultant shall require each of its subcontractors to comply with the requirements of this section.
- 3.19 CONFLICTS OF INTEREST.** If an actual or potential conflict arises between the interests of the City and the interests of other clients represented by Consultant regarding this Project, Consultant shall immediately notify the Director by email or telephone. If the Director consents to Consultant's continued representation of these other clients, the Director will notify Consultant in writing. If the Director does not issue written consent within three business days after receiving Consultant's notice, Consultant shall immediately terminate its representation if allowed by the other agreements of the other client whose interests are or may be in conflict with those of the City. If Consultant does not terminate the other agreements, the Director may terminate this Contract immediately without providing any further opportunity to cure under **Section 5.3**.
- 3.20 AIRPORT SECURITY.**
- 3.20.1 Consultant shall comply with all HAS, Transportation Security Administration ("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 Consultant's non-compliance with the provisions of 49 CFR 1540 and 1542, as amended from time to time or by other agencies for noncompliance with laws or regulations applicable to Consultant's operations. Within 15 days after receiving written notice from the FAA, the TSA or other agency of any alleged violation or infraction, the Director shall notify Consultant in writing and provide a copy of the FAA/TSA/Agency documents pertaining to the violation. Within 10 days of required payment of any fine or penalty by the City, Consultant shall reimburse the City for any fine or penalty assessed against the City because of Consultant's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- 3.20.2 Consultant shall be responsible for any requirements (and the associated costs) of the Federal Aviation Administration ("FAA"), Department of Homeland Security ("DHS") and the Houston Airport System (as applicable) regarding employee background checks and badging.
- 3.21 ENVIRONMENTAL LAWS.**
- 3.21.1 Consultant 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 authority to promulgate environmental rules and

regulations ("Environmental Laws"). Consultant shall promptly reimburse the City for any fines or penalties levied against the City because of Consultant's failure to comply.

3.21.2 Consultant 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 Laws. "Hazardous Materials" mean any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, and local laws, regulations, ordinances, or orders. Consultant 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.

3.22 STATE ENERGY CONSERVATION PLAN. The Consultant shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163), which is incorporated herein by reference.

3.23 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. In accordance with 49 CFR Part 29 the Consultant certifies by acceptance of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

3.24 CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS.

3.24.1 In accordance with 49 CFR Part 30, Consultant, by execution of this Contract, certifies that it:

3.24.1.1 is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

3.24.1.2 has not knowingly entered into any contract or subcontract for this Project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and

3.24.1.3 has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

3.24.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project; the Federal Aviation Administration may direct, through the City, cancellation of the Contract at no cost to the City of the Federal Government.

3.24.3 Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The Consultant shall provide immediate written notice to the City if the Consultant learns that its certification or that of subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Consultant, if at any time it learns that its certification was

erroneous by reason of changed circumstances.

3.24.4 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the City, cancellation of the Contract or subcontract for default at no cost to the City or Federal Government.

3.24.5 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

3.24.6 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3.25 PUBLICITY. Consultant shall make no announcement or release of information concerning this Contract unless the release has been submitted to and approved, in writing, by the Director.

3.26 AIRPORT SYMBOLS. Consultant shall have no right to use the trademarks, symbols, trade names or name of the City, either directly or indirectly, in connection with any production, promotion service or publication without the prior written discretionary consent of the Director.

3.27 NON-EXCLUSIVITY. This Contract does not create an exclusive right for Consultant to perform all environmental consulting services concerning this Project. The City may procure and execute contracts with other environmental consulting firms for the same, similar or additional services as those set forth in this Contract.

ARTICLE 4. RIGHTS AND DUTIES OF CITY

4.1 PAYMENT.

4.1.1 Fees, In General

4.1.1.1 The City shall pay fees to the Consultant as specified in **Article 4** for all services rendered by the Consultant in accordance with the terms and conditions of this Contract, but subject to **Section 4.2** relating to appropriations made by the City.

4.1.1.2 If the Consultant receives payment from the City for work performed by any subcontractor or for materials provided by any supplier, and the Consultant withholds payment to the subcontractor or supplier on account of a deficiency in the quality or quantity of the work or materials, the City may withhold a corresponding amount from any pending or future payments to the Consultant until the next regular payment to the Consultant occurring after the City receives reasonable documentation that the deficiency has been remedied.

4.1.2 Fees; Method of Payment

4.1.2.1 The Consultant shall perform services only in response to an LOA signed by the Director. The method of payment will be specified in each LOA and may be either (a) an hourly based agreement which includes the Billing Rates set forth in **Exhibit "B"** multiplied by hours worked by each employee set forth in **Exhibit "C"** who

performs work for the Project plus Reimbursable Expenses and Subcontract Cost, or (b) a Fixed Lump Sum that does not exceed an estimate of the total of all the payment categories set forth in (a) when added together.

- 4.1.2.2 The City shall make partial payment of the fees on the basis of monthly invoices submitted by Consultant and approved by the Director. To receive payment for services, Consultant must submit invoices no more monthly in accordance with the following:
- 4.1.2.2.1 The invoices for services rendered on a lump sum basis must include the following: (i) the percentage of the total services completed for each LOA in the preceding month; (ii) a summary of the services performed for each LOA during the period covered by the invoice; (iii) the amount due for the services, and (iv) any other information required by Director. The amount of partial payment due for services performed shall be a percentage of the Fixed Lump Sum equal to the percentage of services performed on each LOA during the period covered by the invoice.
 - 4.1.2.2.2 The invoices for services rendered on an hourly-based agreement must include the following:
 - 4.1.2.2.2.1 A detailed description of the work performed;
 - 4.1.2.2.2.2 The Billing Rate and number of hours worked for each of Consultant's employees who worked on each LOA during the invoice period (Documentation must include employee name, Billing Rate, and hours expended. At the Director's sole discretion, supporting documentation may also include copies of original timesheets that Consultant certifies are true and accurate copies.);
 - 4.1.2.2.2.3 Itemized Reimbursable Expenses;
 - 4.1.2.2.2.4 Subcontract Cost, including a copy of the subcontractor's actual invoice and supporting documentation for itemized Reimbursable Expenses in amounts not to exceed the cost schedule set forth in **Exhibit "B"**. If requested by the Director, additional supporting documentation will be provided by the subcontractor.
- 4.1.2.3 All invoices must be approved by the Director. The invoices will be paid within 30 days after receipt and approval by the Director. All payments must be made by electronic transfer or check payable to the Consultant. Payments will be electronically transferred to the banking institution and account specified by the Consultant or mailed to the address specified in **Section 1.1**. The City will not unreasonably delay or withhold payment or approval of any invoice. The Director shall approve or disapprove the Consultant's invoices within 15 days after receiving them. Neither partial payments made nor approval of invoices or services by the Director constitutes final acceptance or approval of the Consultant's services to which the partial payment or approval relates. The payments do not relieve the Consultant of any of its obligations under this Contract. The Consultant shall send all invoices

to the address listed in **Section 1.1** or Robert.Barker2@houstontx.gov to the attention of the HAS Chief Development Officer.

- 4.1.2.4 With each monthly invoice the Consultant shall submit a copy of the updated Project Schedule, a brief narrative of the services performed in the preceding month, and a list of the planned activities for the following month.
- 4.1.2.5 If for any reason the City disputes any items in an invoice that the Consultant submits, 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 Consultant of the dispute and request remedial action. After the dispute is settled, Consultant shall include the disputed amount (if determined eligible for payment) on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

4.2 LIMIT OF APPROPRIATION – ALLOCATED FUNDS; LIMITATION OF CITY'S DUTIES.

4.2.1 The City's duty to pay money to Consultant under this Agreement is limited in its entirety by the provisions of this Section.

4.2.2 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 **\$1,500,000.00** to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

4.2.2.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Consultant 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 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.

\$ _____

4.2.2.2 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. Consultant must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Consultant'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.

- 4.2.3 If the appropriation for all services authorized by LOAs is insufficient to compensate the Consultant for services in accordance with the payment provisions under the Contract, the Consultant may suspend its Services at such time as the total appropriation for services is expended, but shall resume such Services, if and when authorized by the Director as provided elsewhere herein, upon transfer of funds by the Director or appropriation of additional funds by the City Council for Services in General.

4.3 COORDINATION OF PERFORMANCE WITH CONSULTANT.

- 4.3.1 In addition to its other duties under this Contract, the City shall perform the following services:

4.3.1.1 Provide information to Consultant concerning the requirements for the Project;

4.3.1.2 Provide existing plans, maps, field notes, statistics, computations, and other data in the possession of the City which in the Director's opinion will assist Consultant in performing services under the Contract; and

4.3.1.3 Examine the Documents submitted by Consultant and render decisions pertaining to them within a reasonable time to avoid unnecessary delay of Consultant's services.

- 4.4 **ACCEPTANCE AND APPROVALS.** Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Consultant, its employees, agents, subcontractors, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by the Consultant, its employees, agents, subcontractors or suppliers pursuant to this Contract.

4.5 ACCESS TO CITY DATA.

4.5.1 The City shall, to the extent permitted by law, allow Consultant to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Consultant to perform under this Contract.

4.5.2 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Consultant's use.

4.5.3 For any raw data created, assembled, used, maintained, collected, or stored by the Consultant for or on behalf of the City, Consultant shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both parties at no additional cost to the City.

ARTICLE 5. TERM AND TERMINATION

5.1 TERM. This Contract is effective on the date the City Controller countersigns this Contract and remains in effect for three years from the Effective Date ("Initial Term"), unless sooner terminated under the terms of this Contract. Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two (2) successive one-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he/she shall notify Consultant and the CPO of non-renewal at least 30 days before the expiration of the then-current term. After expiration of this Contract, no additional LOAs may be issued; however, for any LOA issued prior to the expiration of the Contract, Consultant shall complete the work unless otherwise notified by the Director in writing.

5.2 TERMINATION FOR CONVENIENCE BY CITY.

5.2.1 The Director may terminate this Contract at any time by giving 14 days written notice to Consultant. The City's right to terminate this Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2.2 On receiving the notice, Consultant shall, unless the notice directs otherwise, immediately discontinue all services under this Contract and cancel all existing orders and subcontracts that are chargeable to this Contract and deliver all materials, supplies, and work products accumulated in performing this Contract to a place designated by the Director. As soon as practicable after receiving the termination notice, Consultant shall submit an invoice showing in detail the services performed under this Contract up to the termination date. The City shall then pay the fees to Consultant for services actually performed, but not already paid for, in the same manner as prescribed in **Article 4** unless the fees exceed the allocated funds remaining under this Contract.

5.2.3 Any installments on Fixed Lump Sum fees will be prorated in accordance with the progress of the work at the date of termination. Consultant may submit invoices for vendor and subcontractor charges incurred before the notice of termination and received by Consultant after its initial termination invoice.

5.2.4 TERMINATION OF THIS CONTRACT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONSULTANT'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS CONTRACT. CONSULTANT 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.

5.3 TERMINATION FOR CAUSE BY CITY

5.3.1 If Consultant defaults under this Contract, the Director may either terminate this Contract or allow Consultant to cure the default as provided below. The City's rights and remedies provided in this

Section 5.3 are in addition to all rights and remedies provided by law or under this Contract. Default by Consultant occurs if:

5.3.1.1 Consultant fails to perform any of its duties under this Contract;

5.3.1.2 Consultant becomes insolvent;

5.3.1.3 All or a substantial part of Consultant's assets are assigned for the benefit of its creditors; or

5.3.1.4 A receiver or trustee is appointed for Consultant.

5.3.2 If a default occurs, the Director may deliver a written notice to Consultant describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If Consultant cures the default to the Director's satisfaction before the termination date, then the termination is ineffective. If Consultant does not cure the default before the termination date, then the Director upon notice of termination, may terminate this Contract on the termination date, at no further obligation of the City.

5.3.3 To effect final termination, the Director must notify Consultant in writing. After receiving the notice, Consultant shall, unless the notice directs otherwise, immediately discontinue all services under this Contract, promptly cancel all orders or subcontracts chargeable to this Contract and deliver all materials, supplies, and work products accumulated in performing this Contract to a place designated by the Director.

5.3.4 In the event of termination due to Consultant's failure to fulfill its obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, Consultant shall be liable to the City for any additional cost occasioned to the City thereby.

5.3.5 If after termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, payment shall be made as provided in **Section 5.2**.

5.4 TERMINATION FOR CAUSE BY CONSULTANT. Consultant may terminate its performance under this Contract 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 Contract. If a default occurs and Consultant decides to terminate the Contract, then Consultant must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 60 days after the Director receives the notice. Consultant, 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 Consultant may terminate its performance under this Contract on the termination date.

ARTICLE 6. MISCELLANEOUS

- 6.1 **INDEPENDENT CONTRACTOR.** Consultant is an independent contractor and is not an employee, agent, representative, or subcontractor of the City. No partnership or joint venture is created by this Contract.
- 6.2 **FORCE MAJEURE**
- 6.2.1 Timely performance by both parties is essential to this Contract. However, neither party is liable for reasonable delays in performing its obligations under this Contract to the extent the delay is caused by Force Majeure that directly impacts the City or Consultant. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Contract. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Consultant, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle Consultant to extra Reimbursable Expenses or payment.
- 6.2.2 This relief is not applicable unless the affected party does the following:
- 6.2.2.1 Uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- 6.2.2.2 Provides the other party with prompt written notice of the cause and its anticipated effect.
- 6.2.3 The Director will review claims that a Force Majeure that directly impacts the City or Consultant has occurred and render a written decision within fourteen 14 days. The decision of the Director is final.
- 6.2.4 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Contract by the City.
- 6.2.5 If the Force Majeure continues for more than 14 days from the date performance is affected, the Director may terminate this Contract by giving seven days' written notice to Consultant. This termination is not a default or breach of this Contract. **CONSULTANT WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE CONTRACT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE**
- 6.2.6 Consultant is not relieved from performing its obligations under this Contract due to a strike or work slowdown of its employees. Consultant shall employ only fully trained and qualified personnel during a strike.

- 6.3 SEVERABILITY.** If any part of this Contract is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.
- 6.4 ENTIRE CONTRACT.** This Contract 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 Contract.
- 6.5 WRITTEN AMENDMENT.** Unless otherwise specified elsewhere in this Contract, this Contract 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 Consultant. The Director is authorized to perform only the functions specifically delegated to him in this Contract.
- 6.6 GOVERNING LAW AND VENUE.** This Contract and any disputes or controversies arising under it are governed by the laws of the State of Texas, with venue in Harris County. Nothing in this Contract creates any new cause of action against the City or waives any immunity or limitation of liability in favor of the City existing now or in the future under common law, state or federal regulations, or statutes (including, but not limited to, the Texas Tort Claims Act).
- 6.7 NOTICES.** All notices to either party to the Contract 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 1.1** 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.
- 6.8 CAPTIONS AND HEADINGS.** The captions and headings at the beginning of the articles and sections of this Contract are guides and labels to assist in locating and reading the articles and sections, and, therefore, will be given no effect in construing this Contract. Any reference to gender shall include the masculine, feminine and neutral.
- 6.9 NON-WAIVER.**
- 6.9.1 If either party fails to require the other to perform a term of this Contract, 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 Contract.
- 6.9.2 An approval by the Director, or by any other employee or agent of the City, of any part of Consultant's performance does not waive compliance with this Contract or establish a standard of performance other than that required by this Contract and by law. The Director is not authorized to vary the terms of this Contract.
- 6.10 INSPECTIONS AND AUDITS.** City representatives may perform or have performed inspections of all places where work is undertaken in connection

with this Contract. Consultant shall maintain an acceptable job cost accounting system. City or any of duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making an audit, examination, excerpts, and transcriptions. If any books, documents, papers, or records are located outside of Harris County, Texas, Consultant agrees to make them available in Harris County, Texas. Consultant shall maintain all required records for seven years after the City makes final payment and all other pending matters are closed. This provision does not affect the applicable statute of limitations.

- 6.11 ENFORCEMENT.** The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization. Consultant covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining Consultant's compliance with this Contract, with the exception of those documents made confidential by federal or State law or regulation.
- 6.12 AMBIGUITIES.** If any term of this Contract is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.
- 6.13 SURVIVAL.** Consultant shall remain obligated to the City under all clauses of this Contract that expressly or by their nature extend beyond and survive the expiration or termination of this Contract.
- 6.14 NO THIRD-PARTY BENEFICIARY.** This Contract is made for the benefit of the parties, and it does not create any right or benefit enforceable by any third party.
- 6.15 SUCCESSORS.** This Contract 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 **Section 6.16**. This Contract does not create any personal liability on the part of any officer or agent of the City.
- 6.16 BUSINESS STRUCTURE AND ASSIGNMENTS.**
- 6.16.1 Consultant shall not assign this Contract at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Consultant 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.
- 6.16.2 Consultant shall not delegate any portion of its performance under this Contract without the Director's prior written consent.
- 6.17 REMEDIES CUMULATIVE.** Except as otherwise provided herein, the rights and remedies contained in this Contract shall not be exclusive and are cumulative of all rights and remedies now or hereafter existing by statute, at law, or in equity. Neither party may terminate its duties under this Contract except in accordance with its terms.

6.18 CONSULTANT DEBT. IF CONSULTANT, AT ANY TIME DURING THE TERM OF THIS CONTRACT, 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 CONSULTANT HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONSULTANT IN WRITING. IF CONSULTANT 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 FOR ANY PAYMENTS OWED TO CONSULTANT UNDER THIS CONTRACT, AND CONSULTANT WAIVES ANY RECOURSE THEREFOR.

6.19 ENVIRONMENTAL MATTERS.

6.19.1 Consultant shall comply with all applicable federal, state, Local, and airport statutes, ordinances, regulations, rules, Policies, codes, or guidelines now or hereafter in effect as they may be amended from time to time, that relate to the environment, human health, safety, or Hazardous Materials, (collectively, "Environmental Laws").

6.19.2 Any fines and/or penalties that may be levied against the City by the EPA, the TCEQ, or any other governmental agency because of Consultant's (or its agents', employees' and subconsultants') failure to comply with any Environmental Laws shall promptly be reimbursed to the City, and in no event later than 10 days after receipt of an invoice from the City for any such fine and/or penalty. Likewise, any fines assessed for Consultant's (or its agents', employees' and subconsultants') failure to comply with any Environmental Law are the responsibility of the Consultant.

6.19.3 Consultant shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Airport, or any other areas or facilities subject to this Contract, except in strict compliance with the Environmental Laws. "Hazardous Materials" include but are not limited to:

6.19.3.1 all substances, materials, wastes, pollutants or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, corrosive, reactive, radioactive, dangerous, or any other similar to in or under any of the Environmental Laws,

6.19.3.2 asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or

6.19.3.3 any other substance that, because of its quantity, concentration. Physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged. Distributed, disposed of, or released.

6.19.4 The City is authorized by Consultant to enter upon the premises at any time for purposes of evaluating Consultant's compliance with the environmental requirements set forth in this Section and any other provision in this Contract without committing a trespass.

6.19.5 The City's remedies with regard to environmental requirements are cumulative and survive termination of this Contract.

6.19.6 CONSULTANT SHALL PROTECT, DEFEND AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSS, COST, CLAIM, DEMAND, PENALTY, FINE, SETTLEMENT, LIABILITY, INCLUDING STRICT LIABILITIES, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES, COURT COSTS, AND LITIGATION EXPENSES) RELATED TO:

6.19.6.1 ANY INVESTIGATION, MONITORING, CLEANUP, CONTAINMENT, REMOVAL, STORAGE, OR RESTORATION WORK PERFORMED BY THE CITY OR A THIRD PARTY DUE TO CONSULTANT'S, ITS EMPLOYEES', AGENTS' OR SUBCONTRACTORS' USE OR PLACEMENT OF HAZARDOUS MATERIALS (OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN) ON THE AIRPORT PREMISES, OR ANY OTHER AREAS IMPACTED BY THIS CONTRACT;

6.19.6.2 ANY ACTUAL, THREATENED, OR ALLEGED HAZARDOUS MATERIALS CONTAMINATION OF THE AIRPORT PREMISES CAUSED BY CONSULTANT, ITS EMPLOYEES, AGENTS OR SUBCONSULTANTS;

6.19.6.3 THE DISPOSAL, RELEASE, OR THREATENED RELEASE OF HAZARDOUS MATERIALS CAUSED BY CONSULTANT, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS AT THE AIRPORTS THAT AFFECTS THE SOIL, AIR, WATER, VEGETATION, BUILDINGS, PERSONAL PROPERTY, OR PERSONS;

6.19.6.4 ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATING TO THE USE OF HAZARDOUS MATERIALS BY CONSULTANT, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS AT THE AIRPORTS; OR

6.19.6.5 ANY VIOLATIONS BY CONSULTANT, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS OF ANY ENVIRONMENTAL LAWS.

THIS INDEMNITY IS NOT APPLICABLE TO LOSSES, CLAIMS, PENALTIES, FINES, SETTLEMENTS, LIABILITIES, AND EXPENSES THAT RESULT FROM CONDITIONS EXISTING ON THE EFFECTIVE DATE OF THIS CONTRACT.

6.20 RELEASE. CONSULTANT 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. CONSULTANT HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

6.21 KNOWLEDGE OF EXISTING CONDITIONS AND APPLICABLE LAWS.

Consultant shall be deemed to have examined the Project sites involved in performing services under this Contract as specified in the LOAs and to have secured knowledge of all conditions under which the work is to be executed and completed, including as applicable, soil and groundwater conditions, approaches to Project sites and the space available for work areas, storage and temporary buildings. Consultant acknowledges that it is aware of and understands that the work performed hereunder may involve hazardous or toxic substances or wastes, and it understands the risks which are presented to persons, property and environment. Consultant represents, covenants and warrants that it is technically, physically, financially and legally ready. Willing and able to perform the work and that it is familiar with and knowledgeable about the applicable laws, regulations and government agency policy and guidance documents to the extent necessary to carry out its duties in a professional, complete and competent manner. Consultant acknowledges and agrees that the City makes no representations regarding the condition of the Project sites and that the City shall have no liability whatsoever for injury or damage resulting from or arising out of potentially hazardous conditions that may be present.

6.22 ENVIRONMENTAL RECORDS WASTE MANIFESTS.

To the extent a Project includes laboratory, sampling or field work of any kind, Consultant shall maintain complete records including all analytical results, QA/QC summaries, calibration information, case narratives, field records, field notes, all associated raw data, and complete chain of custody records of all hazardous and/or waste materials generated, handled, transported and/or disposed of as a result of or arising out of Consultant's activities under this Contract. Consultant shall deliver all such records to City in accordance with instructions from City. If wastes are generated in connection with Consultant's performance of services under this Contract, Consultant is authorized to sign the waste manifest on behalf of the City and shall duly note "On behalf of the City of Houston" in the signature block. The City and Consultant acknowledge that Consultant shall not be deemed the generator of the wastes identified in any such manifest. Nothing contained in this paragraph shall be construed to create an agency relationship between the City and Consultant except with respect to the authorization to sign the manifests.

6.22.1 Consultant and its subcontractors agree:

6.22.1.1 that any facility to be used in the performance of the Contract or subcontract or to benefit from the Contract is not listed on the EPA List of Violating Facilities;

6.22.1.2 to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and

Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder:

6.22.1.3 that, as a condition for the award of this Contract, the Consultant or subcontractor will notify the awarding official of the receipt of. Any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Contract is under consideration to be listed on the EPA List of Violating Facilities:

6.22.1.4 to include or cause to be included in any subcontract that exceeds \$100,000 the aforementioned criteria and requirements.

6.23 WARRANTY — TRAINING, QUALIFICATIONS AND SERVICES.

6.23.1 Consultant represents and warrants that it has the requisite competence, skill, physical resources, and number of trained, skilled, and licensed personnel (qualified by education and experience to perform their assigned tasks) to perform the services required by this Contract. If requested, Consultant shall provide the Director a health and safety plan for each LOA and a certification that each person working in a potentially contaminated site (e.g. class I non-hazardous, hazardous waste, petroleum storage tank/pipeline releases) has been trained in the health and safety procedures for the kind of site work required in accordance with the Federal Occupational Safety and Health Administration ("OSHA") requirements.

6.23.2 Consultant represents and warrants that all professional environmental consulting services shall be performed in a manner meeting the professional standards prevailing in Harris County, Texas, with respect to the scope, quality, due diligence, and care of professional environmental consulting services and products Consultant provides under this Contract.

6.24 STATE ENERGY CONSERVATION PLAN. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Texas energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163), which is incorporated herein by reference.

6.25 PRESERVATION OF CONTRACTING INFORMATION

6.25.1. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Consultant agrees that this Agreement can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Consultant shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city

policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Consultant shall provide any Contracting Information related to this Agreement that is in the custody or possession of Consultant. Upon the expiration or termination of this Agreement, Consultant shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Consultant, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

- 6.25.2 If Consultant fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Consultant and may terminate this Agreement. To effect final termination, the Director must notify Consultant in writing with a copy of the notice to the CPO. After receiving the notice, Consultant shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

EXHIBIT "A"

SCOPE OF SERVICES

I. Introduction

Consultant shall provide a full range of multi-disciplinary professional environmental consulting services to the Houston Airport System (HAS) in programs for air quality, water quality, storm water, waste water, solid waste, hazardous waste, petroleum storage tanks, corrective action, remediation, environmental audits, environmental assessments, compliance assurance, and other environmental services as requested. Consultant will perform the services requested by City strictly in accordance with the terms of the Contract.

II. Scope of Services

Services will be requested as needed on a myriad of issues during the Contract period. Each time HAS requests Consultant's services, Consultant will prepare a scope and cost estimate for the Project. HAS will acknowledge its acceptance of the scope and cost of each Project by issuance of a Letter of Authorization. After receiving it Consultant is authorized to proceed. HAS anticipates that its environmental needs during the Contract may include the types of Projects outlined below. The list of Projects is not exhaustive but merely intended to be representative of the type of projects that may be undertaken during the term of the Contract.

III. Projects

Actual work undertaken will be by separate and distinct task orders. A scope of work and estimate of costs will be required for each assignment prior to issuance of a notice-to-proceed (Letter of Authorization). Any work product generated under this contract will be delivered in printed and electronic format along with its components, such as data files, text files, image files, spreadsheets, graphs and tables. It is anticipated that environmental consulting services may be requested, including but not limited to, the following areas:

- Air quality Assessment and Permitting
- Asbestos, Lead-Based Paint and Mold Consulting Services ranging from Phase I Survey tasks through Phase V Post-Abatement tasks
- Aviation noise services

- Contractor oversight of third parties lead activities
- Corrective action system design and project management
- Data Management (Geographic Information System (GIS))
- Design reviews
- Ecological and biological resources
- Emergency response coordination, sampling, and oversight
- Energy efficiency and management
- Environmental Grants & Funding
- Environmental Management Information Systems (EMS)
- Environmental Planning and Design
- Environmental Site Assessment
- Environmental specifications for construction projects
- Industrial Hygiene Services
- Indoor Air Quality Permitting and Investigations
- Laboratory services
- Litigation support
- Mitigation of Leaking Petroleum Storage Tanks (LPSTs) and evaluation, recommendation and design of remediation systems
- National Environmental Policy Act (NEPA) and General Conformity review of capital development projects.
- Other miscellaneous environmental services
- Oversight of contractor construction and operation activities
- Preparation of Affected Property Assessment Reports (APARs) and Remedial Action Plans (RAPs) under the TRRP
- Regulatory negotiations
- Review of technical documents and reports
- Sampling and analysis of various media
- Site assessment and remediation services
- Spill Prevention Control and Countermeasure (SPCC)
- Storage tank environmental management services
- Sustainability Master Plan(Services
- Tenant compliance and oversight
- Testing and evaluation of environmental control systems
- Training
- Waste management
- Water quality assessment, permitting and reporting (i.e. Stormwater Pollution Prevention Plan (SWP3))
- Wetlands Study/Delineation and Wildlife management

HAS reserves the right to utilize other consultants for any of the services that are described herein.

EXHIBIT "B"

BILLING RATES

Category No.	Rate Category	Min	Max
1	Principal	\$122.63	\$358.65
2	Project Director	\$263.68	\$280.81
3	Project Manager	\$129.08	\$245.58
4	Project Coordinator	\$112.92	\$273.29
5	Task Manager	\$76.94	\$208.29
6	Technical Writer/Editor	\$75.00	\$139.65
7	NEPA Strategist	\$190.63	\$222.10
8	Project Archaeologist	\$70.18	\$139.38
9	Senior Environmental Scientist	\$167.12	\$235.70
10	Scientist 4	\$151.21	\$165.00
11	Scientist 3	\$123.54	\$148.26
12	Scientist 2	\$91.29	\$115.37
13	Scientist 1	\$53.46	\$88.52
14	Senior Professional	\$212.19	\$272.28
15	Professional 4	\$152.87	\$202.88
16	Professional 3	\$122.79	\$150.55
17	Professional 2	\$91.17	\$122.63
18	Professional 1	\$48.18	\$93.13
19	Senior Planner	\$191.76	\$256.85
20	Planner 4	\$150.64	\$187.92
21	Planner 3	\$129.41	\$147.00
22	Planner 2	\$95.91	\$111.14
23	Planner 1	\$70.49	\$92.98
24	Senior Engineer	\$195.44	\$301.10
25	Engineer 4	\$161.27	\$211.10
26	Engineer 3	\$102.10	\$199.57
27	Engineer 2	\$94.46	\$148.53
28	Engineer 1	\$78.00	\$122.33
29	Senior Technician	\$151.86	\$222.24
30	Technician 4	\$121.58	\$149.59
31	Technician 3	\$90.42	\$120.52
32	Technician 2	\$75.82	\$89.70
33	Technician 1	\$46.79	\$73.08
34	Field Manager	\$92.44	\$148.35
35	Field Observer	\$59.45	\$121.98
36	Senior Communications Specialist	\$89.61	\$154.92
37	Public Involvement Specialist II	\$82.80	\$145.79
38	Public Involvement Specialist I	\$68.55	\$99.12
39	GIS Specialist 2	\$91.08	\$163.83
40	GIS Specialist 1	\$67.27	\$85.68
41	Administrative Assistant	\$35.00	\$103.96
42	Environmental Health Engineer PE/CIH	\$122.63	\$153.86
43	Licensed Asbestos/Mold Consultant	\$85.00	\$140.90
44	Certified Lead Consultant	\$69.40	\$140.90

Category No.	Rate Category	Min	Max
45	Licensed Asbestos/Mold Project Manager	\$60.00	\$80.00
46	Licensed Asbestos/Mold Inspector	\$60.00	\$80.00
47	Certified Lead Inspector	\$60.00	\$140.90
48	Licensed Asbestos Management Planner	\$69.40	\$80.00
49	Licensed Asbestos/Mold Air Monitoring Technician	\$60.00	\$80.00
50	Certified Air Monitoring Technician	\$45.00	\$80.00
51	Survey Manager RPLS	\$150.15	\$150.15
52	Survey Technician	\$109.20	\$109.20
53	2-Man Topographic/Boundary Survey Crew	\$196.56	\$196.56
54	3-Man Topographic/Boundary Survey Crew	\$240.24	\$240.24

1. Rate ranges represent ranges of fully loaded labor rates (including profit) for FNI and all subcontractors.
2. Billing rates for actual staff members assigned to HAS projects will fall within these ranges and will be based on (1) actual raw salary rates of specific staff + listed OH rates on Firm Details worksheet + 10% profit.
3. FNI will apply markup of 10% to all subcontractor fees & direct expenses. Mileage for travel will be billed at the current IRS-allowable reimbursable rate.

**Subcontractor:
Laboratory Fees**

Xenco Environmental Laboratories

Analysis	Method	Turn-Around Time	
		3-5 Days	2-4 Hours
Petroleum Hydrocarbon Investigation			
Total Petroleum Hydrocarbons	Texas 1005	\$50.00	\$100.00
Total Petroleum Hydrocarbons	EPA 8015 Mod	\$65.00	\$130.00
BTEX	EPA 8260	\$55.00	\$110.00
TCLP - Lead - Inc. Extraction	EPA 1311/6010	\$50.00	\$100.00
TCLP - Metals - Inc. Extraction	EPA 1311/7470	\$70.00	\$140.00
TCLP - Benzene - Inc. Extraction	EPA 1311/8260	\$70.00	\$140.00
Total Lead	EPA 6010/7420	\$35.00	\$70.00
Total Metals - (7 RCRA except Hg)	EPA 6010	\$90.00	\$180.00
Total - (8 RCRA with Hg)	EPA 6010/7470	\$110.00	\$220.00
Volatile Organic Compounds	EPA 8260	\$100.00	\$200.00
Polynuclear Aromatic Hydrocarbons	EPA 8270 SIM	\$110.00	\$220.00
Polynuclear Aromatic Hydrocarbons	EPA 8270	\$100.00	\$200.00
Total Organic Halogens	EPA 9020	\$140.00	\$280.00
Total Dissolved Solids	SM 2540C	\$15.00	\$30.00
BTEX & MTBE	EPA 8260	\$50.00	\$100.00
Total Petroleum Hydrocarbons	Texas 1005	\$50.00	\$100.00
Total Petroleum Hydrocarbons	Texas 1006	\$110.00	\$120.00
Soil Parameters			
Bulk Density		\$25.00	\$50.00
Effective Porosity		\$365.00	\$750.00
Organic Carbon Fraction	ASTM D2974	\$40.00	\$80.00
Intrinsic Permeability	API RP40	\$475.00	\$950.00
Volumetric Water Content	ASTM D2216	\$10.00	\$20.00
Priority Pollutants			
Volatiles	EPA 8260	\$90.00	\$180.00
Semi-Volatiles	EPA 8270	\$175.00	\$350.00
Polynuclear Aromatics - PNAs PAHs	EPA 8270 SIM	\$110.00	\$220.00
Polynuclear Aromatics - PNAs PAHs	EPA 8270	\$100.00	\$200.00
Phenolics	EPA 420.4	\$35.00	\$70.00
Pesticides	EPA 8081	\$110.00	\$220.00
Library Search - volatiles, 10 peaks		\$35.00	\$70.00
Library Search - volatiles, 20 peaks		\$50.00	\$100.00
Additional Peaks		\$15.00	\$30.00
Total Organic Carbon	SM 5310C	\$35.00	\$70.00
Chemical Oxygen Demand	EPA 410.4-H8000	\$35.00	\$70.00
Biological Oxygen Demand	SM 5210B	\$25.00	\$50.00
Secondary Drinking Water Standards			
Chloride, Color, Cu, Fe, Corrosivity, Mn, Odor, TDS, Sulfate, Surfactant, Zn		\$200.00	\$400.00
Mold			
Air - Spore, Cassette		\$50.00	\$100.00
Surface, Swab		\$50.00	\$100.00

Asbestos			
(PLM) Bulk Sample Analysis - Asbestos		\$20.00	\$40.00
(PCT) Bulk Sample Analysis - Asbestos (Point Count Technique)		\$75.00	\$150.00
(PCM) Air Sample Analysis - Asbestos		\$95.00	\$190.00
(TEM) Transmission Electron Microscopy Bulk/Wipe Sample Dust Analysis		\$100.00	\$200.00
(TEM) Transmission Electron Analysis (Air Samples)		\$100.00	\$200.00
(AAS) Atomic Absorption Spectroscopic Analysis (Paint Chips and Wipe, Soil or Water Samples)		\$25.00	\$50.00
(ICP-AES) Inductively Coupled Plasma - Atomic Emission Spectrometry		\$25.00	\$50.00
Additional Analysis			
Coliform		\$50.00	\$100.00
PCBs		\$60.00	\$120.00
PFAS		\$580.00	\$1,160.00

Subcontractor: BEST Drilling

Service	Unit	Unit Cost
1. Mobilization/Demobilization, Geoprobe	ML	\$3.00
2. Geoprobe 1/2-day rate up to 5 hours	LS	\$1,025.00
3. Geoprobe full day, up to 10 hours	DAY	\$1,800.00
4. Acetate liners and backfill	FT	\$2.00
5. 1-inch temporary wells	FT	\$4.75
Conventional Rotary Drilling		
6. Mob. /demob hollow stem rig, Houston	1	\$300.00
7. Hollow stem auger rig mileage for out of town projects	ML	\$3.50
8. Hollow Stem Rig 1/2 day	LS	\$1,700.00
9. Hollow Stem full day up to 10 hours	DAY	\$3,200.00
Monitor Well Installation		
1. 2-inch well materials	FT	\$13.00
2. 4-inch well materials	FT	\$17.00
3. Surface completions, 8" manway, 2'x2' pad with 5000 PSI, fast set concrete	EA	\$142.00
4. Surface completions, 12" manway, 2'x2' pad	EA	\$165.00
Miscellaneous Services		
5. Decon unit	DAY	\$160.00
6. Decon pad Construction	EA	\$165.00
7. Jackhammer & Compressor	DAY	\$170.00
8. Walk-Behind Concrete saw	DAY	\$140.00
9. Drums	EA	\$57.50
10. Per diem, 2-man crew	DAY	\$300.00
11. Additional cost for night work	NIGHT	\$400.00
12. 4"x18" concrete core and patching with Fast Set, 5000 PSI concrete	EA	\$256.00
13. Minimum charge for coring crew	LS	\$450.00
14. Standby for coring crew	HR	\$135.00
15. Additional cost for night work coring crew	NIGHT	\$225.00
HYDROVAC		
1. Hydrovac and 2-man crew (10 hours portal to portal). Does not include disposal costs	DAY	\$1,900.00

S33-Q29204

Subcontractor:

Terranova

Date

04/29/20

Rates are based on existing City of Houston Contract (Contract No. 4600015693)

Laboratory Fees (Asbestos, Lead, & Mold Surveys)

Analysis	Turn-Around Time	
	3-5 Days	24 Hours
PLM Bulk Sample Analysis - Asbestos	\$20.00	\$25.00
PCT Bulk Sample Analysis - Asbestos	\$50.00	\$60.00
PCM Air Sample Analysis - Asbestos	\$15.00	\$20.00
TEM Bulk/Wipe Sample Dust Analysis	\$110.00	\$120.00
TEM Air Sample Analysis	\$110.00	\$85.00
AAS Analysis (Paint Chips, Wipe, Soil, or Water)	\$25.00	\$30.00
ICP-AES Analysis	\$25.00	N/A
TCLP (Lead Only)	\$75.00	N/A

EXHIBIT "C"

STAFFING SCHEDULE

Principal	Division Manager	Gordon Wells
Principal	Division Manager	Jeff Taylor
Principal	Division Manager	John Dewar
Principal	Group Manager	Kendall King
Principal	Division Manager	John New
Principal	Group Manager	Michael Reedy
Principal	Group Manager	Juan Sierra
Principal	Lead Technical Professional	Dwain Brown
Principal	Engineer VIII	Jeff Hensley
Principal	Group Manager	Brad Watson
Principal	Group Manager	Scott Cole
Principal	Group Manager	Alan Hutson
Principal	Group Manager	Cody Cockroft
Principal	Assistant Division Manager	Vimal Nair
Principal	Group Manager	Robert Chambers
Principal	Engineer VIII	Jessica Brown
Principal	Group Manager	Wendy Shabay
Principal	Engineer VII	Hector Olmos
Project Director	Account Director	Eric Potts
Project Manager	Environmental Scientist VIII	Dan Gise
Project Manager	Environmental Scientist V	Kara Marks
Project Manager	Environmental Scientist V	Ben Hagood
Project Manager	Environmental Scientist V	Katie Leatherwood
Project Coordinator	Practice Leader	Jimmy Gibson
Task Manager	Engineer VI	Charles Gaddy
Task Manager	Environmental Scientist VII	Tom Dixon
Task Manager	Environmental Scientist VII	Sheri Larson
Task Manager	Environmental Scientist VI	Patrick Garnett
Task Manager	Environmental Scientist V	Kara Marks
Task Manager	Environmental Scientist III	Ryan Deal
Task Manager	Environmental Scientist III	Tam Tran
Technical Editor/Writer	Marketing Strategist	Leslie Goode
Technical Editor/Writer	Marketing Strategist	Delores Zuker
Technical Editor/Writer	Marketing Strategist	April Noa
Technical Editor/Writer	Marketing Strategist	Mary Martin
Technical Editor/Writer	Senior Marketing Coordinator	Amy Voyles
Technical Editor/Writer	Senior Marketing Coordinator	Jackie Sartor
Technical Editor/Writer	Senior Marketing Coordinator	Laura Zimmermann
Technical Editor/Writer	Marketing Strategist	Emily Smith

Technical Writer/Editor	Business Development Schedule Mgr.	Brittney Mahlum
Technical Editor/Writer	Senior Graphics Coordinator	Bobby Nichols
Technical Editor/Writer	Senior Marketing Coordinator	Channing Alba
Technical Editor/Writer	Marketing Coordinator II	Kristin Harney
Technical Editor/Writer	Marketing Coordinator II	Candice Chapman
Technical Editor/Writer	Marketing Coordinator II	Lori Reza
Technical Editor/Writer	Marketing Coordinator II	Makenzie Ploetz
Technical Editor/Writer	Marketing Coordinator I	Leslie Reynolds
Technical Editor/Writer	Marketing Coordinator II	Rusty McLaurin
NEPA Strategist	Program Manager II	Becky Griffith
NEPA Strategist	Environmental Scientist VII	Lisa Vitale
Project Archaeologist	GIS Analyst V	Brian King
Senior Environmental Scientist	Environmental Scientist VII	Trey Shanks
Senior Environmental Scientist	Environmental Scientist VII	Andrew Labay
Senior Environmental Scientist	Environmental Scientist VIII	David Buzan
Senior Environmental Scientist	Environmental Scientist VII	Michael Votaw
Senior Environmental Scientist	Environmental Scientist VIII	Kimberly Buckley
Scientist 4	Environmental Scientist VI	Ian Jewell
Scientist 4	Environmental Scientist VI	Richard Aldredge
Scientist 4	Environmental Scientist VI	Jason Steele
Scientist 3	Environmental Scientist VI	Rick Zarate
Scientist 3	Environmental Scientist V	Karl Hoffman
Scientist 3	Environmental Scientist V	Ben Hagood
Scientist 3	Environmental Scientist V	Ryan Fikes
Scientist 3	Environmental Scientist V	Rita Anderson
Scientist 3	Environmental Scientist V	Katie Leatherwood
Scientist 3	Senior Geologist	Aaron Brewer
Scientist 2	Environmental Scientist IV	Aaron Petty
Scientist 2	Environmental Scientist IV	Stephen Norair II
Scientist 2	Environmental Scientist III	Eli Ellis
Scientist 2	Environmental Scientist II	CJ Sellers
Scientist 2	Environmental Scientist III	Ryan Deal
Scientist 2	Environmental Scientist III	Connor Kee
Scientist 1	Environmental Scientist II	Wes Wiegrefe
Scientist 1	Environmental Scientist III	Tam Tran
Scientist 1	Environmental Scientist II	Michael Lane
Scientist 1	Environmental Scientist II	Kelsey Calvez
Scientist 1	Environmental Scientist II	Erin Kelly
Scientist 1	Environmental Scientist II	Shelby Ball
Scientist 1	Environmental Scientist I	Alyxes Martinez
Senior Professional	Program Manager III	Allen McRee
Senior Professional	Group Manager	Kirk Millican

Senior Professional	Construction Manager V	Scott Atwood
Senior Professional	Program Manager III	Jeff Hammond
Senior Professional	Hydrologist VII	Jon Albright
Senior Professional	Program Manager II	James Kisiel
Senior Professional	Landscape Architect VII	Henry Hartshorn
Senior Professional	Construction Manager V	Thad Purcell
Senior Professional	Project Controls Manager	John McShain
Senior Professional	Lead Technical Professional	Parris Jones
Senior Professional	Program Manager II	Greg Ritenour
Senior Professional	Construction Manager V	Robert Allen
Senior Professional	Program Manager II	Ben Cernosek
Senior Professional	Construction Manager V	Jerry Taylor
Professional 4	Risk Manager	Will Allanach
Professional 4	Landscape Architect VI	David Retzsch
Professional 4	Senior Designer	Scott Vaughan
Professional 4	Construction Manager V	Paul Jaap
Professional 4	Architect VI	Tom Roessler
Professional 4	Construction Manager V	Richard Provolt
Professional 4	Construction Manager V	Greg Geller
Professional 4	Construction Manager V	David Payne
Professional 4	Construction Manager V	Adam Payne
Professional 4	Construction Manager IV	David Cannaliato
Professional 4	Construction Manager V	Michael Kennedy
Professional 4	Corporate Safety Director	Jeff Kirkwood
Professional 4	Senior Designer	David Beckman
Professional 4	Construction Manager V	Mark Campos
Professional 4	Senior Designer	Ron Deal
Professional 4	Construction Manager V	Arnold Ramirez
Professional 4	Construction Manager V	Bret Calvert
Professional 4	Construction Manager V	Chris Poteet
Professional 4	Senior Designer	Jason Parks
Professional 4	Architect VI	Joel Werland
Professional 4	Construction Manager IV	Steven McCrary
Professional 4	Hydrologist VI	Jeremy Rice
Professional 4	Sr. Operations Analyst	Jana Collier
Professional 4	Construction Manager IV	Beever Valdez
Professional 4	Senior Designer	Attila Fogarasi
Professional 4	Construction Manager IV	Jesus Gonzalez
Professional 4	Sr. Operations Analyst	Sharon James
Professional 4	Architect V	Andrew Perez
Professional 4	Construction Manager IV	Michael Barrette
Professional 4	Hydrologist VI	Amy Kaarlela
Professional 4	Construction Manager III	J.W. Brown
Professional 4	Architect V	Kevin Thompson

Professional 4	Funding Specialist	Mark Evans
Professional 4	Construction Manager IV	Toni Addison
Professional 4	Architect V	Homer Saenz
Professional 4	Construction Manager IV	Steve Eckersley
Professional 4	Construction Manager IV	Corey Anderson
Professional 4	Landscape Architect V	Bryan Janhsen
Professional 4	Construction Manager IV	Ambrose Pilgrim
Professional 4	Construction Manager III	Roberto Paterson
Professional 3	Construction Manager IV	Kevin Delo
Professional 3	Landscape Architect V	Matt Milano
Professional 3	Construction Manager IV	Kyle Smith
Professional 3	Senior Scheduler	Thedi Mitchell
Professional 3	Operations Analyst	Stephanie Kirchstein
Professional 3	Senior Scheduler	Belton Lim
Professional 3	Operations/Financial Analyst	Erin Westbrook
Professional 3	Construction Manager III	Bud Heimann
Professional 3	Construction Manager III	Jonathan Capps
Professional 3	Architect IV	Liang Liang
Professional 3	Construction Manager II	Roddy Culbertson
Professional 3	Hydrologist V	Adam Conner
Professional 3	Construction Manager III	David Lawhorn
Professional 3	Construction Manager III	Jose Lopez
Professional 3	Construction Manager III	Lyndon Smoot
Professional 3	Construction Manager II	Junior Henson
Professional 3	Construction Manager II	Mearl Taylor
Professional 3	Construction Manager IV	Scott Nevotti
Professional 3	Construction Manager III	Bob Lund
Professional 3	Construction Manager III	Jeff Schaffner
Professional 3	Operations Analyst	Billy Metzger
Professional 3	Construction Manager III	Allen Bowles
Professional 3	Scheduler	Derek Gianan
Professional 3	Construction Manager III	Kenneth Barnes
Professional 3	Construction Manager III	Kevin Sidebottom
Professional 3	Construction Manager III	Bill Pannell
Professional 2	Construction Manager II	Harry Hollingsworth
Professional 2	Landscape Architect IV	Seth Henry
Professional 2	Architectural Intern II	Luis Lopez
Professional 2	Hydrologist III	Matt Lewis
Professional 2	Construction Manager II	Jim Ennis
Professional 2	Construction Manager III	Isaac Brooks
Professional 2	Construction Manager III	Jimmy Treharne
Professional 2	Architectural Intern II	Raul Muniz
Professional 2	Estimator	Gar Lawson
Professional 2	Operations Analyst	Kristina Isaac

Professional 2	Construction Manager III	Khaled Abrash
Professional 2	Construction Manager I	Brian Fuentes
Professional 2	Document Control Specialist II	Jane Jenks
Professional 2	Architect IV	Chelsea Thorn
Professional 2	Landscape Architectural Intern Ilxx	Sherry Cheng
Professional 2	Architectural Intern II	Stephen Bundy
Professional 2	Construction Manager II	Ryan Beene
Professional 2	Construction Manager II	Rami Abusheikh
Professional 2	Construction Manager II	Mark Lyon
Professional 2	Construction Manager II	Jeidaris Sanchez
Professional 2	Risk Analyst	Daniel Veach
Professional 2	Construction Manager I	Chris Mann
Professional 2	Operations Analyst	Marissa Mendoza
Professional 2	Document Control Specialist II	Sofia Wiltner
Professional 2	Construction Manager II	Jake Heimann
Professional 2	Construction Manager I	Andrew Turnbough
Professional 2	Construction Manager I	John Rinacke
Professional 2	Construction Manager I	Nadia Correa
Professional 1	Construction Manager I	Shelbie Tunning
Professional 1	Construction Manager II	William Flanigin
Professional 1	Architectural Intern I	Farnoosh Sharbafi
Professional 1	Construction Manager I	Bryce Miller
Professional 1	Document Control Specialist II	Kirby Sullivan
Professional 1	Construction Manager I	Dan Christiansen
Professional 1	Construction Manager I	Jorge Garces-Wood
Professional 1	Safety Coordinator	Emily Tall
Professional 1	Document Control Specialist II	Emily Springer
Professional 1	Document Control Specialist I	Katrina Mills
Professional 1	Co-Op	Joshua Mata
Professional 1	Co-Op	Renee Raines
Professional 1	Intern	Daniel Tramel
Professional 1	Intern	Colton Brandon
Professional 1	Co-Op	Ummey Haque
Professional 1	Co-Op	Christian Thomas
Professional 1	Co-Op	Nabeela Naeem
Professional 1	Co-Op	Brianna Lucero
Professional 1	Co-Op	Ty Waitz
Professional 1	Intern	Erin Hollingsworth
Professional 1	Intern	Jeffrey Wilson
Professional 1	Intern	Kiara Horton
Professional 1	Intern	Lindsey Hayter
Professional 1	Intern	Manuel Aguilar
Professional 1	Intern	Christian Douglas

Professional 1	Intern	Marissa Cole
Professional 1	Intern	Jewel LeBlanc
Professional 1	Intern	Wayne Watson
Professional 1	Intern	Alvina Ali
Professional 1	Intern	Abby Phillips
Professional 1	Intern	Kyndal Hall
Senior Planner	Planner VII	Eddie Haas
Senior Planner	Planner VII	Dan Sefko
Senior Planner	Planner VI	Dawn Warrick
Planner 4	Planner VI	Shad Comeaux
Planner 4	Planner V	Chance Sparks
Planner 4	Planner VI	Daniel Harrison
Planner 4	Planner V	David Paine
Planner 3	Planner V	Erica Craycraft
Planner 3	Planner IV	David Jones
Planner 3	Planner IV	Gail Ferry Katalenas
Planner 3	Planner III	Brian Crooks
Planner 2	Planner IV	Alexis Garcia
Planner 2	Planner III	Eleana Tuley
Planner 2	Planner III	Lauren Garrott
Planner 1	Planner II	Ellen Emeric
Planner 1	Planner I	Colton Wayman
Senior Engineer	Engineer VI	John Moody
Senior Engineer	Engineer VIII	Frank Olshefski
Senior Engineer	Group Manager	Ron Bavarian
Senior Engineer	Engineer VIII	Barry Fehl
Senior Engineer	Engineer VII	Anthony Risko
Senior Engineer	Group Manager	Krista Melnar
Senior Engineer	Engineer VIII	Chuck Wolf
Senior Engineer	Engineer VIII	Les Boyd
Senior Engineer	Lead Technical Professional	Douglas Herbst
Senior Engineer	Group Manager	David Munn
Senior Engineer	Engineer VII	Mike Shiflett
Senior Engineer	Engineer VII	Leonard Ripley
Senior Engineer	Engineer VII	Roger Post
Senior Engineer	Engineer VII	Jorge Arroyo
Senior Engineer	Engineer VII	Michael Brown
Senior Engineer	Engineer VII	Dave Kiel
Senior Engineer	Group Manager	Rich Heine
Senior Engineer	Engineer VI	Hamid Darbandi-Fard
Senior Engineer	Engineer VII	Chuck Easton
Senior Engineer	Engineer VI	Alan Hendrix
Senior Engineer	Engineer VII	Simone Kiel

Senior Engineer	Engineer VI	Wayne Hartt
Senior Engineer	Engineer VI	Greg Vowels
Senior Engineer	Engineer VII	Murphy Parks
Senior Engineer	Engineer VII	David Sloan
Senior Engineer	Engineer VII	Steve McCaskie
Senior Engineer	Engineer VII	Tom Hill
Senior Engineer	Engineer VII	David Bennett
Senior Engineer	Engineer VI	Gennady Boksiner
Senior Engineer	Engineer VI	Nina Reins
Senior Engineer	Engineer VII	Sam Meisner
Senior Engineer	Engineer VI	David Hunn
Senior Engineer	Engineer VII	Bryan Dick
Senior Engineer	Engineer VI	Steve James
Senior Engineer	Engineer VII	Richard Weatherly
Senior Engineer	Group Manager	Wade Zemlock
Senior Engineer	Engineer VI	Chris Johnson
Senior Engineer	Engineer VI	James Naylor
Senior Engineer	Engineer VII	Kevin St. Jacques
Senior Engineer	Engineer VI	Chad Simmons
Senior Engineer	Engineer VI	Mazen Kawasmi
Senior Engineer	Engineer VI	Erin Flanagan
Senior Engineer	Engineer VI	Naveen Chillara
Senior Engineer	Lead Technical Professional	Jay Scanlon
Senior Engineer	Engineer VII	Robb Otey
Senior Engineer	Engineer VI	Dane Schneider
Senior Engineer	Engineer VII	Paula Feldman
Senior Engineer	Engineer VII	Jason Afinowicz
Senior Engineer	Engineer VI	Jim Keith
Senior Engineer	Engineer VII	Tony Bosecker
Senior Engineer	Engineer VI	Sandip Gordhan Faldu
Senior Engineer	Group Manager	Adam Young
Senior Engineer	Engineer VII	Kelly Wood
Senior Engineer	Electrical Engineer VI	John Manning
Senior Engineer	Engineer VI	Jim Baddaker
Senior Engineer	Engineer VI	Shane Torno
Senior Engineer	Group Manager	Brent Millar
Senior Engineer	Group Manager	Chris Trevino
Engineer 4	Engineer VI	Carl Sepulveda
Engineer 4	Engineer VI	Mike Hagen
Engineer 4	Engineer VI	Spencer Maxwell
Engineer 4	Engineer VI	Nick Cecava
Engineer 4	Engineer VI	Somnath Chilukuri
Engineer 4	Engineer VI	Jason Ward
Engineer 4	Engineer VI	Kimberly Patak

Engineer 4	Engineer VI	Carlos Quintero
Engineer 4	Engineer VI	David Rivera
Engineer 4	Engineer VI	Tony Diaz
Engineer 4	Engineer VI	Scott Kirby
Engineer 4	Engineer VI	Janis Murphy
Engineer 4	Engineer VI	Dustin Mortensen
Engineer 4	Engineer VI	Anne Hoskins
Engineer 4	Engineer VI	Roger Kitchin
Engineer 4	Engineer VI	Joe Waring
Engineer 4	Engineer VI	Brian Gettinger
Engineer 4	Engineer VI	Cory Stull
Engineer 4	Engineer VI	Heather Keister
Engineer 4	Engineer VI	Theo Chan
Engineer 4	Engineer VI	Rob Jenkins
Engineer 4	Engineer VI	Stephanie Neises
Engineer 4	Engineer VI	Rick Lane
Engineer 4	Engineer VI	Philip Taucer
Engineer 4	Engineer VI	Melissa Brunger
Engineer 4	Engineer VI	Daniel Stoutenburg
Engineer 4	Engineer VI	Murali Erat
Engineer 4	Engineer VI	Jason Cocklin
Engineer 4	Engineer VI	Cullen Carlson
Engineer 4	Engineer VI	Bregger Garrison
Engineer 4	Engineer VI	Jessica Vassar
Engineer 3	Electrical Engineer V	Rebecca Sandoval
Engineer 3	Engineer V	Peter Bartels
Engineer 3	Engineer V	Michael Robertson
Engineer 3	Engineer V	Charlie Erwin
Engineer 3	Engineer V - M	Spandana Tummuri
Engineer 3	Engineer V	Mark McCoy
Engineer 3	Engineer V	Todd Buckingham
Engineer 3	Engineer V	Ford Burgher
Engineer 3	Engineer V	Jason Crawley
Engineer 3	Engineer V	Tina Stanard McMartin
Engineer 3	Engineer V	Dawit Zeweldi
Engineer 3	Engineer V	Garrett Johnston
Engineer 3	Engineer V	Feridoon Malekghassemi
Engineer 3	Engineer V	Patrick Miles
Engineer 3	Engineer V	Mahsa Hedayati
Engineer 3	Engineer V	Mat LeClair
Engineer 3	Engineer V	James Ferguson
Engineer 3	Engineer V	Russ Springer
Engineer 3	Engineer V	Brett Bristow
Engineer 3	Engineer V	Shannon Mack

Engineer 3	Engineer V	Amy Raines
Engineer 3	Engineer V	Justin Oswald
Engineer 3	Engineer V	Mark Scheurer
Engineer 3	Engineer V	Nick Landes
Engineer 3	Engineer V	Daniel Huffines
Engineer 3	Engineer V	George Fowler
Engineer 3	Engineer V	Matthew Schorsch
Engineer 3	Engineer V	Amanda Powers
Engineer 3	Engineer V	Jared Barber
Engineer 3	Engineer V	Erin Mills
Engineer 3	Engineer V	Coby Gee
Engineer 3	Engineer V	Blaine Laechelin
Engineer 3	Engineer V	Brian Bresler
Engineer 3	Electrical Engineer V	Dan Koss
Engineer 3	Engineer V	Mark Ickert
Engineer 3	Engineer V	Micah Hargrave
Engineer 3	Engineer V	Misty Thomison
Engineer 3	Engineer V	Rebecca Musk
Engineer 3	Engineer V	Dustin Blaylock
Engineer 3	Engineer V	Xi Zhao
Engineer 3	Engineer V	Aaron Conine
Engineer 3	Engineer V	Rebecca Peters
Engineer 3	Engineer V	Kevin Morris
Engineer 3	Engineer V	Ryan Opgenorth
Engineer 3	Engineer V	Spencer Schnier
Engineer 3	Electrical Engineer V	Teresa Castillon
Engineer 3	Electrical Engineer IV	David Phillips
Engineer 3	Engineer V	Andrew Franko
Engineer 3	Engineer V	Layne Bukhair
Engineer 3	Engineer V	Giancarlo Patino
Engineer 3	Engineer V	Kira Iles
Engineer 3	Mechanical Engineer V	Van Cashen
Engineer 3	Mechanical Engineer V	Satish Ravindran
Engineer 3	Engineer V	Steven Rhodes
Engineer 3	Engineer V	Jeremy Dixon
Engineer 3	Engineer V	Olivia Kerss
Engineer 3	Engineer V	Grady Hillhouse
Engineer 3	Engineer V	Ryan Ramsey
Engineer 3	Engineer V	Prabin KC
Engineer 3	Engineer V	Sean Barry
Engineer 3	Engineer V	Rolando Ayala
Engineer 3	Engineer V	Eric Engelskirchen
Engineer 3	Engineer IV	Rosa Valdez
Engineer 3	Engineer IV	Aaron Redder

Engineer 3	Electrical Engineer IV	Kristin Johnson
Engineer 3	Engineer V	Keeley Kirksey
Engineer 3	Electrical Engineer IV	Brian Pearce
Engineer 3	Engineer V	Lissa Gregg
Engineer 3	Engineer V	Ashley Poe
Engineer 3	Engineer V	Mark Pauls
Engineer 3	Engineer IV	Jeremy Branch
Engineer 3	Engineer V	Dave Christiansen
Engineer 3	Engineer V	Mitch Aiton
Engineer 3	Electrical Engineer IV	Giang Nguyen
Engineer 3	Engineer V	Kendall Ryan
Engineer 3	Engineer V	Kevin Kiniry
Engineer 3	Engineer V	Will Huff
Engineer 3	Engineer IV	Adam Willard
Engineer 3	Mechanical Engineer IV	Nick Prisco
Engineer 3	Engineer IV	Holly Ahumada
Engineer 3	Engineer IV	Hande Gerkus Harris
Engineer 3	Engineer V	Allison Blake
Engineer 3	Engineer IV	Liz Palasota
Engineer 3	Engineer IV	Holly Saez
Engineer 3	Engineer IV	Dustin Pope
Engineer 3	Engineer IV	Bereket Birhane
Engineer 3	Engineer IV	Sarah Caudle
Engineer 3	Engineer IV	Estella Jackelyn Cota-Trevino
Engineer 3	Engineer IV	Michael Sherer
Engineer 3	Electrical Engineer IV	Michael Schuster
Engineer 3	Engineer IV	Elizabeth Byrd
Engineer 3	Engineer IV	Michael McBee
Engineer 3	Engineer IV	Will Workman
Engineer 3	Engineer IV	Cameron Lawrence
Engineer 3	Engineer IV	Johnny Sullivan
Engineer 3	Engineer IV	Andrew Balingit
Engineer 3	Engineer IV	Ivonne White
Engineer 3	Engineer IV	Stephen Johnson
Engineer 3	Mechanical Engineer IV	Ryan Edwards
Engineer 3	Engineer IV	Boris Minot
Engineer 3	Engineer IV	Chris Leathers
Engineer 3	Engineer IV	Camilo Cristancho
Engineer 3	Engineer IV	Amanda Johnson
Engineer 3	Engineer IV	Ellen Frier
Engineer 3	Engineer IV	Abigail Gardner
Engineer 3	Engineer IV	Emily Darr
Engineer 3	Engineer IV	Fred Ma

Engineer 3	Engineer IV	Jorge Gallosa
Engineer 3	Engineer IV	Masoud Ghahremannejad
Engineer 3	Engineer IV	Leslie Munoz
Engineer 3	Engineer IV	Nicholas McCormick
Engineer 3	Engineer IV	Amanda Stubblefield
Engineer 3	Engineer IV	Jacob Pannell
Engineer 3	Engineer IV	Bethany Fleitman
Engineer 3	Engineer IV	Chris Callahan
Engineer 3	Engineer IV	Namoo Han
Engineer 3	Engineer IV	Selina Brandon
Engineer 3	Engineer IV	Taylor Derden
Engineer 3	Engineer IV	Nicole Wiesner
Engineer 3	Engineer IV	Caroline Short
Engineer 3	Engineer IV	Shelby Wiedrich
Engineer 3	Engineer IV	Nic Kirk
Engineer 3	Engineer IV	Sidney Green
Engineer 3	Engineer Ixx	Darpan Chorgha
Engineer 2	Engineer III	Hema Jayaseelan
Engineer 2	Electrical Engineer III	Miguel Rivera
Engineer 2	Engineer IIIx	Arifur Rahman
Engineer 2	Electrical Engineer III	Cody Pechacek
Engineer 2	Electrical Engineer III	Valentine Jideofor
Engineer 2	Engineer III	Andrew Swynenberg
Engineer 2	Electrical Engineer III	Chris Rodriguez
Engineer 2	Engineer III	Mahnaz Mostafazadeh
Engineer 2	Engineer III	Kristen Cope
Engineer 2	Engineer IIxx	Ishita Rahman
Engineer 2	Engineer III	Wylie Gorup
Engineer 2	Engineer III	Matt Giglio
Engineer 2	Engineer III	Jacqueline McMahon
Engineer 2	Engineer III	Allison Reeves
Engineer 2	Engineer III	Rachel Adkisson
Engineer 2	Engineer III	Evan Dart
Engineer 2	Engineer IIx	Rita Tohme
Engineer 2	Engineer III	Emily Sestak
Engineer 2	Engineer III	Benny Castro
Engineer 2	Mechanical Engineer III	Ai Sexton
Engineer 2	Engineer II	Cade Ackerman
Engineer 2	Mechanical Engineer III	Caleb Barlow
Engineer 2	Mechanical Engineer III	Ram Manoj
Engineer 2	Engineer II	David Guerrero
Engineer 2	Engineer III	Geneva Caponi
Engineer 2	Engineer III	Ethan Shires
Engineer 2	Engineer III	Jesse Madden

Engineer 2	Engineer III	Janine Nguyen
Engineer 2	Engineer III	Anthony Dundee
Engineer 2	Engineer II	Isaac Wood
Engineer 2	Engineer III	Bryan Pham
Engineer 2	Engineer III	Courtney Corso
Engineer 2	Engineer III	Nathan McMillan
Engineer 2	Engineer III	Gabe Steinberg
Engineer 2	Engineer II	Kristina McLaren
Engineer 2	Engineer II	Maggie Puckett
Engineer 2	Engineer II	Atilana Mercado
Engineer 2	Engineer III	Eric Kong
Engineer 2	Engineer III	Nabeel Khan
Engineer 2	Engineer II	Matt Willoughby
Engineer 2	Engineer III	Tyler May
Engineer 2	Engineer II	Kaylyn Hudson
Engineer 2	Engineer II	Jordan Skipwith
Engineer 2	Electrical Engineer II	Cihan Barnett
Engineer 2	Engineer III	Luis Reveles
Engineer 2	Engineer II	Bansi Khajuria
Engineer 2	Engineer II	Helen Salama
Engineer 2	Engineer II	Grant Gayle
Engineer 2	Engineer II	Mohamed Nawar
Engineer 2	Engineer II	Dylan Jammer
Engineer 2	Engineer II	Jake Donaho
Engineer 2	Engineer II	Jamie Hudson
Engineer 2	Engineer II	Andrew Richardson
Engineer 2	Engineer II	Corby Munsell
Engineer 2	Engineer III	Fabian Salas
Engineer 2	Engineer II	Ashley Hairston
Engineer 2	Engineer II	Tran Duong
Engineer 2	Engineer II	Zane Mitra
Engineer 2	Engineer II	Nana Zhu
Engineer 2	Engineer II	Rojin Tuladhar
Engineer 2	Engineer II	Kirsten Brown
Engineer 2	Engineer II	Sebastian Farkas
Engineer 2	Engineer II	Markus Schroeder
Engineer 2	Engineer II	Justin Macke
Engineer 2	Engineer III	Elaine Hung
Engineer 2	Engineer II	Nick Smaus
Engineer 2	Engineer II	Kristen Baker
Engineer 2	Engineer II	Megan Flanigan
Engineer 1	Engineer I***	Carlos Gularte
Engineer 1	Engineer I*	Kirk Sheng
Engineer 1	Electrical Engineer I	Heather Winser

Engineer 1	Mechanical Engineer II	Samantha Smallwood
Engineer 1	Engineer I*	Dhruv Deshmukh
Engineer 1	Engineer I	Jonathan Schwartzberg
Engineer 1	Mechanical Engineer II	Regina Perez
Engineer 1	Engineer I	Jessica Thomas
Engineer 1	Engineer I	Nick Boardman
Engineer 1	Electrical Engineer I	David Darley
Engineer 1	Engineer I	Rachel Coker
Engineer 1	Engineer I	Kristal Williams
Engineer 1	Engineer I	Aaron Karns
Engineer 1	Engineer I	Cameron Smith
Engineer 1	Engineer I	Cory Rauss
Engineer 1	Electrical Engineer I	Argali Moctezuma
Engineer 1	Electrical Engineer I	Jose Torres Vazquez
Engineer 1	Engineer I	Bryce Todd
Engineer 1	Engineer I	Hugo Reynoso
Engineer 1	Engineer I	Maddie Smithers
Engineer 1	Engineer I	Hailey Mueller
Engineer 1	Engineer I	Logan Michaels
Engineer 1	Engineer I	Jacob Adkins
Engineer 1	Engineer I	Liliana Contreras
Engineer 1	Engineer I	Bailey Keller
Engineer 1	Engineer I	Gus Desa
Engineer 1	Engineer I	Bailey Watson
Engineer 1	Engineer I	Samuel Levatino
Engineer 1	Engineer I	Abby Gollott
Engineer 1	Engineer I	Dara George
Engineer 1	Engineer I	Justin Tran
Engineer 1	Engineer I	Jeremy Goethals
Engineer 1	Engineer I	Austin Poole
Engineer 1	Engineer I	Mitchell Sawtelle
Engineer 1	Engineer I	Karson Donald
Engineer 1	Engineer I	Brayden Belanger
Engineer 1	Engineer I	Taylor Soukup
Engineer 1	Engineer I	Cesar Ramirez-Mendoza
Engineer 1	Engineer I	Zachary Foght
Engineer 1	Engineer I	Abbey Wilson
Engineer 1	Engineer I	Kathryn McDaniel
Engineer 1	Engineer I	Joshua Watson
Engineer 1	Engineer I	Kari Dappen
Senior Technician	Technology Manager	Scot Bowman
Senior Technician	3D Visualization Coordinator	Claudio Branch
Senior Technician	Designer II	Ernesto Garcia
Senior Technician	CAD Designer II	Mike Cameron

Senior Technician	CAD Manager	David Thompson
Senior Technician	CAD Designer II	Mark Jalbert
Senior Technician	CAD Manager	Dennis Brown
Senior Technician	CAD Designer II	Noe Ortiz
Technician 4	CAD Designer II	Milton Arceneaux
Technician 4	CAD Manager	Mike Gardner
Technician 4	CAD Designer II	Luis Rivera
Technician 4	Designer II	Michelle Dorsey
Technician 4	CAD Designer II	Davin Hatley
Technician 4	CAD Designer II	Nathan Light
Technician 4	CAD Designer II	Doug Wright
Technician 4	CAD Designer II	Keith Crow
Technician 4	CAD Designer II	Willie Adams
Technician 4	Designer I	Troy Goodwin
Technician 4	CAD Designer I	Steve Sasser
Technician 4	CAD Designer I	Joe Perez
Technician 4	CAD Designer II	Julia Whitcraft
Technician 4	CAD Technician III	Max Calvert
Technician 4	CAD Designer I	Cassie Grady
Technician 4	CAD Designer I	Cody Jones
Technician 4	CAD Technician III	Lourdes Portier
Technician 4	CAD Designer I	Ben Juarez
Technician 4	CAD Designer I	Janet Frantz
Technician 3	CAD Designer I	Christie Ubando
Technician 3	CAD Designer I	Trey Hunter
Technician 3	CAD Designer I	Chris Munoz
Technician 3	CAD Technician III	Jon Jordan
Technician 3	CAD Designer I	Robert Martin
Technician 3	CAD Designer I	Sherry Beck
Technician 3	CAD Designer I	Aaron Litteken
Technician 3	CAD Designer II	Kyle Schmidt
Technician 3	CAD Technician III	Gene Chisum
Technician 3	CAD Designer I	Joe Ivory
Technician 3	CAD Designer I	Forouz Bavarian
Technician 3	CAD Designer I	Nilza Boidenow
Technician 3	CAD Technician III	Eric Barron
Technician 3	CAD Designer I	Brent Handley
Technician 3	CAD Technician III	Jason Matthews
Technician 3	CAD Technician III	Mark Thinnes
Technician 3	CAD Technician III	Alex Olarte
Technician 3	Designer I	Mitchell Burnaugh
Technician 3	CAD Technician III	Thomas Escamilla
Technician 3	CAD Technician III	Adam Padilla

Technician 2	CAD Technician III	Mario Gonzalez
Technician 2	CAD Technician III	Shane Isaacks
Technician 2	CAD Technician III	Josh Moore
Technician 2	CAD Designer I	Alex Trevizo
Technician 2	CAD Technician III	Marzette Barnes
Technician 2	CAD Technician II	Eric Love
Technician 2	CAD Technician II	Zach Sullivan
Technician 1	CAD Technician II	Nick Meintser
Technician 1	CAD Technician II	Kyle Moody
Technician 1	CAD Technician II	Alex Davila
Technician 1	CAD Technician II	Oscar Cantu
Technician 1	CAD Technician II	Julia Glasgow
Technician 1	CAD Technician II	Zach Garlock
Technician 1	CAD Technician I	Maddie Collier
Technician 1	CAD Technician I	Jonathon Rice
Technician 1	CAD Technician I	Zachary Crossley
Technician 1	CAD Technician I	Joseph Lara
Field Manager	Construction Representative IV	Duke Hall
Field Manager	Construction Representative IV	Joseph McNeeley
Field Manager	Construction Representative IV	Evelyn Kuykendall
Field Manager	Construction Representative IV	Donald Mandrell
Field Manager	Construction Representative IV	Brandon Fenn
Field Manager	Construction Representative IV	Brycin Brooks
Field Manager	Construction Representative IV	Jackie Ayala
Field Manager	Construction Representative IV	David Holland
Field Manager	Construction Representative IV	Terry Hafer
Field Manager	Construction Representative IV	James Wise
Field Manager	Construction Representative IV	Russell Gates
Field Manager	Construction Representative IV	Walker Hudgins
Field Manager	Construction Representative IV	Raymond Carter
Field Manager	Construction Representative IV	Chris Moran
Field Manager	Construction Representative IV	Harley Hampton
Field Manager	Construction Representative IV	Neil Quam
Field Observer	Construction Representative III	John Wright
Field Observer	Construction Representative III	James Stautzenberger
Field Observer	Construction Representative III	Tammy Teehan
Field Observer	Construction Representative III	Ramon Zamora
Field Observer	Construction Representative III	Jesus Suarez
Field Observer	Construction Representative III	Daniel Lasof
Field Observer	Construction Representative III	Ben Talley
Field Observer	Construction Representative III	Julian Rodriguez
Field Observer	Construction Representative I	Chris Ahern
Field Observer	Construction Representative III	Tim Davis

Field Observer	Construction Representative III	Jeff VandenBerghe
Field Observer	Construction Representative II	Jeremy Heine
Field Observer	Construction Representative III	Stan Sutterfield
Field Observer	Construction Representative III	Eddie Shackelford
Field Observer	Construction Representative II	Michael Flute
Field Observer	Construction Representative II	Ty Heine
Field Observer	Construction Representative III	Jeremy Patterson
Field Observer	Construction Representative III	Nick Smith
Field Observer	Construction Representative II	Patrick Kelly
Field Observer	Construction Representative II	Daniel Wilturner
Field Observer	Construction Representative I	Alex Mortera
Field Observer	Construction Representative I	Jamey Brown
Field Observer	Construction Representative I	Christopher G Fielder
Field Observer	Construction Representative I	Tony Fuentes
Field Observer	Construction Representative I	Austyn Maloney
Field Observer	Construction Representative I	Kell Brown
Field Observer	Construction Representative I	Austin Valdez
Field Observer	Construction Representative I	Clayton Sherrouse
Field Observer	Construction Representative I	Ben Honea
Senior Communications Specialist	Marketing Strategist	George Bowden
Senior Communications Specialist	Marketing Strategist	Belinda Pate
Senior Communications Specialist	Business Development Manager	Janell Weaver
Public Involvement Specialist 2	Sr. PR/Communications Coordinator	Linda Campbell
Public Involvement Specialist 2	Sr. PR/Communications Coordinator	Vigui Litman
Public Involvement Specialist 2	PR/Communications Manager	Dan Purschwitz
Public Involvement Specialist 1	Sr. PR/Communications Coordinator	Chantel Jackson
Public Involvement Specialist 1	PR/Communications Coordinator III	Bryan Bastible
Public Involvement Specialist 1	PR/Communications Coordinator I	Cindy Zavaleta
GIS Specialist 2	Senior Systems Administrator	Mark Valentino
GIS Specialist 2	GIS Analyst V	Brian King
GIS Specialist 2	GIS Analyst IV	Bryan Gant
GIS Specialist 2	GIS Analyst V	Dan Lindner
GIS Specialist 2	GIS Analyst V	Robert Thompson
GIS Specialist 2	GIS Analyst IV	Jennifer Alexander
GIS Specialist 2	GIS Analyst IV	Heath Myers
GIS Specialist 2	GIS Analyst IV	Sherrie Hubble
GIS Specialist 2	Environmental Scientist II	CJ Sellers
GIS Specialist 2	GIS Analyst III	Ben Hawkins
GIS Specialist 1	GIS Analyst IV	Cassie Seabourn

GIS Specialist 1	GIS Analyst III	Robert Wood
GIS Specialist 1	GIS Analyst III	Melissa Kinzer
GIS Specialist 1	GIS Analyst II	Kevin Capule
GIS Specialist 1	GIS Analyst I	Madeline Colety
GIS Specialist 1	GIS Analyst I	Lindsey Corson
Administrative Assistant	BD Support Specialist IV	Amanda Griffin
Administrative Assistant	Support Specialist II	Melody Allen
Administrative Assistant	Support Specialist III	Lisa Boggs
Administrative Assistant	Support Specialist III	Rhonda Wade
Administrative Assistant	Technical Support Specialist III	Cynthia Smith
Administrative Assistant	Support Specialist IV	Kristina Strong
Administrative Assistant	Support Specialist III	Brenda O'Brien
Administrative Assistant	Support Specialist III	Paula Durant
Administrative Assistant	Technical Support Specialist III	Alais Harper
Administrative Assistant	Support Specialist III	Lora Grounds Smith
Administrative Assistant	Technical Support Specialist III	Margo Knapp
Administrative Assistant	Support Specialist III	Yvonne Murdoch
Administrative Assistant	Support Specialist II	April Crane
Administrative Assistant	Support Specialist III	Kathy Valenti
Administrative Assistant	Support Specialist II	Jennifer McFarland
Administrative Assistant	Support Specialist III	Kirstin Garrison
Administrative Assistant	Support Specialist II	Molly Justice
Administrative Assistant	Support Specialist III	Melissa Cavalier
Administrative Assistant	Support Specialist II	Sandy Hernandez
Administrative Assistant	Support Specialist II	Maria Aguilar
Administrative Assistant	Support Specialist II	Pam McCorkle
Administrative Assistant	Support Specialist II	Dominique Borders
Administrative Assistant	Support Specialist II	Aubrey Beard
Administrative Assistant	Support Specialist III	Kelsie Boyd
Administrative Assistant	Support Specialist II	Beverly Herndon
Administrative Assistant	Support Specialist I	Joanna Vipond

EXHIBIT "D"

SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

1. Consultant has entered into a contract with the CITY OF HOUSTON, TEXAS ("City") to provide professional environmental consulting services as well as related support and consulting services.
2. Subcontractor is or will be providing services for Consultant related to its Contract with the City.
3. In the course of Subcontractor's work for Consultant related to the provision of services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Consultant.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Consultant.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Consultant (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Consultant, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Consultant and the Director of the City's department of aviation ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with Consultant and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Consultant or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS WHEREOF, Subcontractor has executed this Assignment as of this _____ day of _____, 20____.

Subcontractor

By:
Title:

EXHIBIT "E"

TITLE VI: NON-DISCRIMINATION

During the performance of this Contract, Consultant, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations - The Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation ("DOT") 49 CFR Part 21, as may be amended from time to time ("Regulations"), which are incorporated by reference and made a part of this Contract.
2. Non-discrimination - The Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment - In all solicitation, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports - The Consultant shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance - In the event of the Consultant's noncompliance with the non-discrimination provisions of this Contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - 5.1. withholding of payments to the Consultant under the Contract until the Consultant complies, and/or
 - 5.2. cancellation, termination, or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions - The Consultant shall include the provisions of paragraphs 1-5 above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. If the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States of America to enter into such litigation to protect the interests of the United States.

EXHIBIT "F"

DRUG POLICY COMPLIANCE AGREEMENT

I, Robert W. Chambers VICE PRESIDENT as an owner or officer of
(Name) (Print/Type) (Title)
Freeze and Nichols, Inc. (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 City of Houston; and that by making this Contract, I affirm that 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 City Issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for 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 an 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 City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with 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 City and may result in non-award or termination of the contract by City of Houston.

7/1/20
Date

Freeze and Nichols, Inc.
Contractor Name
[Signature]
Signature
VICE PRESIDENT
Title

EXHIBIT "G"

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

I, Robert Chambers , VICE PRESIDENT , (Contractor)
(Name) (Title)

as an owner or officer of Freese and Nichols, Inc.
(Name of Company)

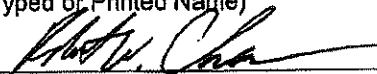
have authority to bind Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in Section 5.18 of Executive Order No. 1-31, that will be involved

in performing Professional Environmental Consulting Services
(Project)

Contractor agrees and covenants that it shall immediately notify City of Houston Director of Human Resources if any safety impact positions are established to provide services in performing this City Contract.

7-1-20
(Date)

Robert W. Chambers
(Typed or Printed Name)


(Signature)

VICE PRESIDENT
(Title)

EXHIBIT "H"

DRUG POLICY COMPLIANCE DECLARATION

I, _____, as an owner or officer of _____ (Contractor)
(Name) (Print/Type) (Title) (Name of Company)
have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

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

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

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

_____ From _____ to _____ the following tests have occurred:
Initials (Start Date) (End Date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

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

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established
Initials 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.

Date

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "I"

FEDERAL MANDATORY CONTRACT CLAUSES

I. ACCESS TO RECORDS AND REPORTS

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the City, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

II. GENERAL CIVIL RIGHTS PROVISIONS

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and subtier contractors/consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

III. e CONSERVATION REQUIREMENTS

Consultant and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

IV. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor — Wage and Hour Division.

V. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor —

Occupational Safety and Health Administration.

VI. TRADE RESTRICTION CERTIFICATION

Consultant by entering into the Agreement certifies that:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Consultant must provide immediate written notice to the City if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Consultant must require subcontractors provide immediate written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to Consultant or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list, or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the City cancellation of the contract or subcontract for default at no cost to the City or the FAA.

VII. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by

disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

VIII. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, City encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

IX. CERTIFICATION OF CONSULTANT REGARDING DEBARMENT

By entering into this Agreement contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

X. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

XI. CERTIFICATION REGARDING LOBBYING

Consultant certifies by signing this Agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT "J"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).