Work Services Terms and Conditions

DUTIES OF THE VENDOR

Scope of Services

In consideration of the payments specified in this award, Vendor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit A.

Vendor shall coordinate its performance with the Director and other persons that the Director designates. Vendor shall promptly inform the Director and other person(s) of any significant events relating to the performance of this Award. Vendor shall submit all reports and progress updates required by the Director.

Vendor agrees to cooperate fully and in good faith with the City in the performance of its obligations under this Award. Vendor shall provide responses to requests from the Director or CPO, or their designees, for information, documents, and assistance necessary to carry out the terms of this Award, including upon expiration or termination of this Award for any reason. The Vendor shall provide transition assistance requested by the Director or CPO to facilitate the transfer of services, responsibilities, and records to the City or to a successor provider designated by the City. Such assistance shall include, but is not limited to:

- Providing all documentation, data, and materials related to the services performed;
- Transferring any licenses, permits, or approvals obtained in connection with the services, to the extent legally transferable;
- Making personnel reasonably available for consultation and training; and
- Cooperating in the transfer of any applicable technology, systems, or processes.

The transition assistance described in this Section shall be provided for a period of up to 60 days following the effective date of termination or expiration of this Award, unless otherwise agreed in writing by the Parties. The obligations set forth in this Section shall survive the expiration or termination of this Award.

Prompt Payment of Subcontractors

In accordance with the Texas Prompt Payment Act, Vendor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Award. **Vendor shall defend and indemnify the City from any claims or liability arising out of Vendor's failure to make these payments regardless of whether the failure to pay is caused by, or contributed to, in whole or in part, the negligence (whether sole, joint, or concurrent), or gross negligence (whether sole, joint, or concurrent), strict liability, intentional acts, or other conduct or liability of the City, its agents, employees, officers, and legal representatives.**

Release

Vendor 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 Award, 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. Vendor 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 Award.

Indemnification

Vendor agrees to and shall defend, indemnify, and hold the City, its agents, employees, officers, and legal representatives (collectively the "City") harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, attorneys' fees, court costs, and all other defense costs and interest)

for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this Award including, without limitation, those caused by:

- Vendor's and/or its agents', employees', officers', directors', Vendors', or subcontractors' (collectively in this and the following subsections, "Vendor") actual or alleged negligence or intentional acts or omissions;
- The City's and Vendor's actual or alleged concurrent negligence, whether Vendor is immune from liability or not; and
- The City's and Vendor's actual or alleged strict products liability or strict statutory liability, whether Vendor is immune from liability or not.

Contactor shall defend, indemnify, and hold the City harmless during the term of this Award and for four years after the Award terminates. Vendor's indemnification is limited to $1,000,000 per occurrence. Vendor shall not indemnify the City for the City's sole negligence.

Indemnification – Subcontractor's Indemnity

Vendor shall require all of its subcontractors (and their subcontractors) to release and indemnify the City to the same extent and in substantially the same form as its release and indemnity to the City.

Indemnification Procedures

Notice of Claims. If the City or Vendor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

- a description of the indemnification event in reasonable detail
- the basis on which indemnification may be due, and
- the anticipated amount of the indemnified loss.

Defense of Claims.

Assumption of Defense. Vendor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Vendor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Vendor must advise the City as to whether or not it will defend the claim. If Vendor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

Continued Participation. If Vendor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

Insurance

Vendor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance evidencing adequate coverage that meets or exceeds the Award requirements, before beginning performance under this Award. The issuer of any policy shall (1) be admitted and authorized to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most

current edition of Best's Key Rating Guide. Vendor shall maintain the following insurance coverages in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Texas Statutory for Workers' Compensation
Employer's Liability	• 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	$1,000,000 each occurrence/$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 auto driven in the Airfield Operations Area (AOA), if applicable
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

VENDOR 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, Vendor shall provide other suitable policies in order to maintain the required coverage. If Vendor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Vendor from any further performance under this Award and begin procedures to terminate for default.

The City shall be an Additional Insured under this Award. All policies, except Professional Liability and Worker's Compensation, shall extend coverage to the City as an additional insured. The City shall enjoy the same coverage as the Named Insured without regard to other Award provisions. Vendor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Vendor's insurance policies, except professional liability, must provide a Waiver of Subrogation in favor of the City. Each policy, except Workers' Compensation and Professional Liability, must also apply as primary to any other insurance available to the Additional Insured with respect to claims arising under this Award.

Warranties

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

With respect to any parts and goods it furnishes, Vendor warrants:

- That all items are free of defects in title, design, material, and workmanship;
- That each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed;
- That each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- That no item or its use infringes any patent, copyright, or proprietary right.

Confidentiality

Vendor, its agents, employees, Vendors, and subcontractors shall hold all City information, data, and documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Vendor, its agents, employees, Vendors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Vendor shall obtain written agreements from its agents, employees, Vendors, and subcontractors which bind them to the terms in this Section.

Licenses and Permits

Vendor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses, if any, required by any statute, ordinance, rule, or regulation. Vendor shall immediately notify the Director of any suspension, revocation, or other detrimental action against any license required under this Section.

Compliance with Laws

Vendor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

Compliance with Equal Opportunity Ordinance

Vendor shall comply with the City's Equal Employment Opportunity Ordinance as set forth in Section 15-17 of the City's Code of Ordinances.

Drug-Free Workplace Compliance

Vendor shall maintain a drug-free workplace and ensure that its employees, agents, and subcontractors engaged in the performance of work on this Award are free from the unlawful use, possession, distribution, or manufacture of controlled substances and alcohol while on duty or on City premises. The requirements and terms of City of Houston Executive Order 1-31, as revised from time to time, relating to drug-abuse deterrence for City Vendors, are incorporated into this Award for all purposes. Vendor agrees it has reviewed Executive Order No. 1-31, as revised, and will comply with it.

Environmental Laws

Vendor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Vendor shall promptly reimburse the City for any fines or penalties levied against the City because of Vendor's failure to comply.

Vendor 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, or local laws, regulations, ordinances, or orders. Vendor 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.

Customer Satisfaction

Vendor shall make citizen satisfaction a priority in providing services under this Award. Vendor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing services under this Award. Vendor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's

opinion, Vendor is not interacting in a positive and polite manner with citizens, he or she shall direct Vendor to take all remedial steps to conform to these standards.

Pay or Play Program

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 Award for all purposes. Vendor has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

Compliance with Certain State Law Requirements

Anti-Boycott of Israel. Vendor certifies that Vendor is not currently engaged in, and agrees for the duration of this Award not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in, and agrees for the duration of this Award not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearms Entities or Firearm Trade Associations. Vendor certifies that Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Award, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Texas Government Code, Vendor certifies that, at the time of this Award neither Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

Zero Tolerance 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 Award for all purposes. Vendor 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 this Award's effective date. Vendor shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Vendor or its subcontractors providing services or goods under this Award within seven days of Vendor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

Preservation of Contracting Information

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Award and the Vendor agrees that this Award can be terminated if the Vendor 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 Award, then for the duration of this Award (including the initial term, any renewal terms, and any extensions), Vendor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Award 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, Vendor shall provide any Contracting Information related to this Award that is in the custody or possession of Vendor. Upon the expiration or termination of this Award, Vendor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting

Information related to this Award that is in the custody or possession of Vendor, or (b) preserve the Contracting Information related to this Award as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, City ordinance or City policy.

If Vendor fails to comply with any one or more of the requirements of this Section or with 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 Vendor and may terminate this Award. To effect final termination, the Director must notify Vendor in writing with a copy of the notice to the CPO. After receiving the notice, Vendor shall, unless the notice directs otherwise, immediately discontinue all services under this Award, and promptly cancel all orders or subcontracts chargeable to this Award.

Bonds (applicable to public works contracts, defined as contracts for constructing, altering, or repairing a public building or carrying out or completing any public work.

Performance And Payment Bonds

For Contracts over the value of $25,000, Contractor shall provide Bonds on the City's standard forms covering faithful performance of the Contract and payment of obligations arising thereunder as required in the Contract pursuant to Chapter 2253 of the Government Code. The Bonds must be for 100 percent of Original Contract Price and in accordance with conditions stated on standard City Performance and Payment Bond and Statutory Payment Bond forms. Bonds may be obtained from Contractor's usual source and cost for the Bonds are included in Contract Price.

Bonds must be provided to the City within 10 days of Contractor’s execution of the Contract. Contractor may not commence the Work prior to the effective date of insurance and Bonds required.

Maintenance Bonds – One-Year Maintenance Bond

Contractor shall provide Bond on standard City One-year Maintenance Bond form, providing for Contractor's correction, replacement, or restoration of any portion of the Work which is found to be not in compliance with requirements of the Contract during the Defect Correction Period. The Maintenance Bond must be for 100 percent of the Original Contract Price.

Surety

A Bond that is given or tendered to the City pursuant to the Contract must be executed by a surety company that is authorized and admitted to write surety Bonds in the State of Texas.

If a Bond is given or tendered to the City pursuant to the Contract in an amount greater than 10 percent of Surety’s capital and surplus, Surety shall provide certification that Surety has reinsured that portion of the risk that exceeds 10 percent of Surety’s capital and surplus. The reinsurance must be with one or more reinsurers who are duly authorized, accredited, or trusted to do business in the State of Texas. The amount reinsured by reinsurer may not exceed 10 percent of reinsurer's capital and surplus. The amount of allowed capital and surplus must be based on information received from State Board of Insurance.

If the amount of a Bond is greater than $100,000, Surety shall:

- also hold certificate of authority from the United States Secretary of Treasury to qualify as surety on obligations permitted or required under federal law; or,

- Surety may obtain reinsurance for any liability in excess of $100,000 from reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as surety or reinsurer on obligations permitted or required under federal law.

Determination of whether Surety on the Bond or the reinsurer holds a certificate of authority from the United States Secretary of the Treasury is based on information published in Federal Register covering the date on which Bond was executed.

DUTIES OF THE CITY

Payment Terms

Subject to all terms and conditions of this Award, the City agrees to pay for the services or products described in Exhibit A (Scope of Work) based upon monthly invoices showing the number of individual tasks, products, and related services provided at the rates set forth in Exhibit B (Fee Schedule). Vendor must submit all invoices through the City's supplier management portal, SAP Business Network (Ariba), as directed by the Director or CPO, unless the Parties agree to another method in writing signed by Vendor, the Director and the CPO. The fees must only be paid from Allocated Funds as provided below. The City shall pay on the basis of monthly invoices submitted by Vendor and approved by the Director, showing the services performed and the attendant fee. The City shall pay Vendor within 30 days of the receipt and approval of the invoices.

Early Payment

The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

Disputed Payments

If, for any reason, the City disputes all or part of any Vendor invoice, the Director shall not authorize payment of the disputed part of the invoice, and may, in the sole discretion of the Director, elect to pay any undisputed portion of the invoice. The Director shall (1) promptly notify Vendor that the City disputes all or part of the Vendor's invoice, and (2) request that the Vendor correct the invoice or otherwise respond to the City's concerns. The Director and/or the City Attorney are authorized to settle disputes and pay disputed invoices without approval by City Council if the amount paid by the City to the Vendor to resolve the dispute does not cause the total of all payments by the City to Vendor under this Award to exceed the maximum Award amount approved by City Council for this Award.

Taxes

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

Price Increase

For purposes of this paragraph, "Contract Year" means a 12-month period during the term of the Award commencing on the Effective Date of this Award and each anniversary thereof. Beginning in the second Contract Year and in each subsequent Contract Year, Vendor may request consideration of an increase in its prices by submitting a written request to the CPO. To support its request, Vendor must include current written documentation from a relevant nationally recognized index detailing the rationale for the adjustment. If the identified index returns to the previous level, the City will return the pricing to the original values. The request must be signed by the person who signed this Award or that person's successor. No increase shall be effective until approved in writing by the CPO.

Contract Changes

At any time during the Award Term, the CPO or Director, as applicable, may issue a change order, addition/deletion letter, or other instrument ("Change Order") to increase or decrease the scope of services, as he or she may find necessary to accomplish the general purposes of this Award. Vendor shall furnish the services or products in the Change Order in accordance with the requirements of this Award plus any special provisions, specifications, or special instructions. Change Orders are subject to the Allocated Funds provisions of this Award.

Whenever Vendor receives a Change Order, Vendor shall furnish all material, equipment, and personnel necessary to provide the services or products described in the Change Order. Vendor shall perform within the time prescribed. If no time for performance is prescribed, Vendor shall perform within a reasonable time.

A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as in this Award. The effective date of the Change Order is the date on which Vendor receives written notification of the addition(s). Each item added is subject to this Award as if it had originally been a part, but the charge for each item starts to accrue only on the effective date of the Change Order. If a product or service that is subject to this Award is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the CPO or Director may exclude it from the operation of this Award by notifying Vendor in writing. The notice takes effect immediately on its receipt by Vendor. More than one notice may be given. When a notice is received, Vendor shall delete the charge for the excluded product or service from the sum(s) otherwise due under this Award. The total charges for additions and deletions to this Award must never exceed 25% of the original Award amount unless:

- the additions are exempt from the competitive bidding or proposal requirements, set forth in Tex. Local Gov't. Code Chapter 252, or
- the City acquires the additions from Vendor through a competitive bid or competitive proposal.

The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Vendor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Award between the City and [Name of Vendor] countersigned by the City Controller on [Date of Countersignature of the Award]

Subject to all terms and conditions of the Award, the City requests that Vendor provide the following:

[Here describe the additions to or changes to the equipment

or services and the Change Order Charges applicable to each.]

Signed: [Signature of Director]

Access to Site

Vendor may enter and leave the premises at all reasonable times without charge. Vendor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Vendor's personnel. Vendor shall repair any damage caused by it or its employees as a result of its use of the common areas.

Access to Data

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

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

For any raw data created, assembled, used, maintained, collected, or stored by the Vendor for or on behalf of the City, Vendor 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.

Termination for Convenience by City

The CPO, or Director with notice to the CPO, may terminate this Award at any time by giving 30 days written notice to Vendor. The City's right to terminate this Award for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Vendor shall, unless the notice directs otherwise, immediately discontinue all services under this Award and cancel all existing orders and subcontracts that are chargeable to this Award. As soon as practicable after receiving the termination notice, Vendor shall submit an invoice showing in detail the services performed under this Award up to the termination date. The City shall then pay the fees to Vendor 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 Award.

Receipt of payment for services rendered is Vendor's only remedy for the City's termination for convenience, which does not constitute a default or breach of this Award. Vendor 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

Termination for Cause

If Vendor defaults under this Award, the CPO, or Director with notice to the CPO (CPO or Director), may either terminate this Award or allow Vendor to cure the default as provided below. The City's right to terminate this Award for Vendor's default is cumulative of all rights and remedies which exist now or in the future. Default by Vendor occurs if:

- Vendor fails to perform any of its duties under this Award;
- Vendor becomes insolvent;
- all or a substantial part of Vendor's assets are assigned for the benefit of its creditors; or
- a receiver or trustee is appointed for Vendor.

If a default occurs, the CPO or Director may, but is not obligated to, deliver a written notice to Vendor describing the default and the termination date. The CPO or Director, at his or her sole option, may extend the termination date to a later date. If the CPO or Director allows Vendor to cure the default and Vendor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Vendor does not cure the default before the termination date, then the Director may terminate this Award on the termination date, at no further obligation of the City.

To effect final termination, the CPO or Director must notify Vendor in writing. After receiving the notice, Vendor shall, unless the notice directs otherwise, immediately discontinue all services under this Award, and promptly cancel all orders or subcontracts chargeable to this Award.

MISCELLANEOUS

Independent Contractor

Vendor shall perform its obligations under this Award as an independent contractor and not as an employee of the City.

Force Majeure

Timely performance by both parties is essential to this Award. However, neither party is liable for reasonable delays in performing its obligations under this Award to the extent the delay is caused by Force Majeure that directly impacts the City or Vendor. 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 Award. 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 Vendor, 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 Vendor to extra reimbursable expenses or payment.

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

- uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- provides the other party with prompt written notice of the cause and its anticipated effect.

The Director will review claims that a Force Majeure that directly impacts the City or Vendor has occurred and render a written decision within 14 days. The decision of the Director is final.

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

If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Award by giving 7 days' written notice to Vendor. This termination is not a default or breach of this Award. Vendor waives any claim it may have for financial losses or other damages resulting from the termination except for amounts due under the Award up to the time the work is halted due to force majeure.

Vendor is not relieved from performing its obligations under this Award due to a strike or work slowdown of its employees. Vendor shall employ only fully trained and qualified personnel during a strike.

Severability

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

Entire Contract

This Award 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 Award.

Written Amendment

Unless otherwise specified elsewhere in this Award, this Award may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Vendor. The Director is only authorized to perform the functions specifically delegated to him or her in this Award.

Governing Law and Venue

This Award shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Award shall lie exclusively in Harris County, Texas.

Notices

All notices to either party to the Award must be in writing and must be delivered by hand; e-mail; United States registered or certified mail, return receipt requested; United States Express Mail; Federal Express; UPS; or any other national overnight express delivery service. If the Vendor provides notice by e-mail, it must also use one of the other methods listed. The notice must be addressed to the party to whom the notice is given at its address set forth in the PO Addendum accompanying this Award 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.

Captions

Captions contained in this Award are for reference only, and, therefore, have no effect in construing this Award. The captions are not restrictive of the subject matter of any section in this Award.

Non-Waiver

If either party fails to require the other to perform a term of this Award, 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 Award.

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

Inspections and Audits

City representatives may perform, or have performed, (1) audits of Vendor's books and records, and (2) inspections of all places where work is undertaken in connection with this Award. Vendor shall keep its books and records available for this purpose for at least four years after this Award terminates. If the books

and records are located outside of Harris County, Texas, Vendor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

Enforcement

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

Ambiguities

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

Survival

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

Publicity

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

Risk of Loss

Unless otherwise specified elsewhere in this Award, risk of loss or damage for each Product passes from Vendor to the City upon acceptance by the City.

Parties in Interest

This Award does not bestow any rights upon any third party, but binds and benefits the City and Vendor only.

Successors and Assigns

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

Business Structure and Assignments

Vendor shall not assign this Award 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 and Commerce Code. In the case of such an assignment, Vendor 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.

Vendor shall not delegate any portion of its performance under this Award without the Director's prior written consent.

Remedies Cumulative

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

Vendor Debt

If Vendor, at any time during the term of this Award, incurs a debt, as the word is defined in Section 15-122 of the City of Houston's Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Vendor has incurred a debt, he or she shall immediately notify Vendor in writing. If Vendor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Vendor under this Award, and Vendor waives any recourse therefor. Vendor shall file a new affidavit of ownership with the City Controller using the form designated by City between February 1 and March 1 of every year during the term of this Award.

Federal Provisions, if applicable

https://www.houstontx.gov/bizwithhou/termsandconditions/Federal_Provisions.pdf