STAMPED CONCRETE PROJECT
(AVENIDA DE LAS AMERICAS @ RUSK ST.)
INVITATION TO BID

Issue Date: November 17, 2026

Due Date: **10:00 A.M.** on **December 3, 2026**

Instructions: Bidders must timely submit one fully-completed and signed Bid Form to bids@houstonifrst.com OR by mail/personal delivery in a sealed envelope at the following address:

> Houston First Corporation, Attn: David Stephenson, 701 Avenida de las Americas, Suite 200, Houston, TX 77010

Bids received after the Due Date will be rejected without further review or consideration.

OVERVIEW

Houston First Corporation ("HFC") requests bids from qualified contractors capable of completing a project to remove approximately 3,220 sq. ft. of pavers at all four crosswalks at the intersection of Avenida de las Americas and Rusk St. in downtown Houston, Texas and replace same with 5,000 PSI stamped concrete reinforced with fiber. To be considered responsive, a bidder must have been in business for at least five years and have experience pouring and stamping concrete in commercial settings.

SCOPE OF WORK

The successful bidder, in accordance with the terms of this Invitation to Bid, will provide all labor, supervision, materials, tools, supplies, and equipment necessary to undertake and complete the following scope of work:

a. Remove and dispose of approximately 3,220 sq. ft. of pavers at the intersection of Avenida de las Americas and Rusk St.

b. Pour area with 5,000 psi stamped concrete reinforced with fiber border.

c. Border concrete to have no color or stamp at the time of pour.

d. Stamped concrete to have color added, either at concrete supplier yard or to the concrete truck at the jobsite.

e. Border concrete to be painted white after concrete cures.

f. Work must be scheduled in advance to accommodate events and commuters.

g. One lane shall remain open for traffic flow at all times.

h. Permits, lane closures and security to be provided by HFC.

i. Contractor to provide cones and barrels for traffic control.

j. Project work may begin December 14, 2026 and must be completed before December 31, 2026.

Potential bidders are strongly encouraged to inspect the crosswalks at the intersection of Avenida de las Americas and Rusk St. (for this project) and may elect to visit the intersection of Avenida de las Americas at Lamar St. to inspect completed work (see "Project Site Images" below).

MATERIALS SPECIFICATIONS

a. Steel: 3/8" rebar (rebar #3) (set 12" o.c.).

b. Wood: 4 plus 1 redwood header (to separate border concrete from stamped concrete).

c. Other Materials: Euclid 452 MV Epoxy Kit (for rebar/dowels that were used to tie new concrete into existing concrete; Sika Limestone Polyurethane Sealant (bonding agent to seal joint once redwood is removed).

d. Stamp Type: Pennsylvania Avenue Herringbone Brick Stamp.

e. Stamp Release: Sika Color 300 Antique Release (R13 deep charcoal).

f. Paint for Concrete Border: Rust-Oleum Professional Traffic Striping Paint Latex (color white #2593402).

g. Color Used to Mix with Concrete for Stamped Areas: Butterfield Uni-Mix Integral Concrete Colorant (U49-deep charcoal) (one bag per yard of concrete).

BACKGROUND

HFC is a local government corporation created by the City of Houston to facilitate economic growth through the promotion of the greater Houston area and the business of conventions, meetings, tourism, and the arts. HFC is the primary entity responsible for marketing Houston and increasing awareness of its many attractions and amenities.

HFC is responsible for the operation and management of the George R. Brown Convention Center, Avenida Houston, Partnership Tower, Wortham Theater Center, Jones Hall for the Performing Arts, Miller Outdoor Theatre, and an array of outdoor properties and parking facilities.

MANNER OF SELECTION

HFC expects to enter into a contract with the bidder offering the lowest responsible bid received; provided, however, that HFC reserves the right to select or reject all or part of any bid, waive minor technicalities in the manner and to the extent that they serve the best interests of HFC. This Invitation to Bid does not commit HFC to award a contract, issue a purchase order, or accept a bid. HFC will not pay any costs incurred in the preparation of a bid in response to this

solicitation. HFC reserves the right to request clarifications or additional information from some or all bidders prior to accepting any offer.

LETTERS OF CLARIFICATION
Responses to all material questions timely submitted by potential bidders, as well as revisions incorporated into this solicitation by HFC, if any, will be confirmed collectively in one or more letters posted online at www.houstonfirst.com/do-business (each a "Letter of Clarification"). When issued, each Letter of Clarification will become part of this solicitation and automatically supersede any previous specifications or provisions in conflict therewith.

By submitting their bid, bidders shall be deemed to have reviewed all Letters of Clarification on the website, considered all responses, as well as any revisions, and incorporated them into their submittal. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of bidders to monitor the foregoing website and ensure they review any such Letters of Clarification and incorporate them in their bid.

FORM OF AGREEMENT
By submitting a response to this Invitation to Bid, bidder agrees, upon notice of selection, to promptly enter into the Stamped Concrete Project (ADLA @ Rusk St.) Agreement provided below. Bidders are advised that additional or conflicting terms, alternative pricing bids, pre-printed forms, or other objections submitted by a bidder with their bid shall be disregarded and result in a bid being deemed non-responsive.

NO SALES TAX
As HFC is exempt from states sales and use tax, bidders should assume that there will be no sales taxes due for the purchase of materials incorporated into the project.

CONFLICTS OF INTEREST
Bidders are advised that they have an affirmative obligation to disclose any affiliation or business relationship with an HFC employee, officer, or director creating (or appearing to a reasonable person to create) a conflict of interest. Bidders who need the disclosure form may find it online at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. By submitting a bid, bidder represents to HFC that they have complied with the requirements of Chapter 176 of the Texas Local Government Code.

PROTEST PROCEDURES
Any protest relating to the form, terms and conditions, selection criteria, specifications, exhibits, or any other material bid content must be filed by the actual or potential bidder with the HFC no later than two (2) business days prior to the Due Date.

If the protest consists of a dispute regarding the bidder selected, or otherwise relates to the alleged misapplication of criteria, then HFC must receive the protest from an actual bidder after the Due Date, but no later than ten (10) business days thereafter.

All protests must be made in writing and delivered to Houston First Corporation, Attn: SVP, Legal Services, 701 Avenida de las Americas, Ste. 200, Houston, TX 77010. To be considered by HFC, protests must be timely received and include, at a minimum, all of the following information: (a) The name, address and contact information of the bidder, with sufficient information to

establish that a bona fide bidder is the person or entity filing the protest; (b) The full title of the Invitation to Bid; (c) Material grounds for the protest, including the provisions of the Invitation to Bid and the applicable law or regulation that serves as the basis for the protest; (d) A statement of the specific relief requested by the bidder; (e) Reference to and attachment of any pertinent documents or sources relied upon by the protestor that the protesting party wishes to have HFC consider; and (f) An affidavit attached to support any factual allegations stated in the submission.

BID PACKETS

A complete copy of this Invitation to Bid, including exhibits, necessary forms and other relevant information, is available on-line at www.houstonfirst.com/do-business. This Invitation to Bid provides the information necessary to prepare and submit a bid for consideration and ranking by HFC.

PUBLIC INFORMATION

As HFC is subject to the Texas Public Information Act ("TPIA"). Information submitted by bidders is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code, any page including confidential or proprietary information appears must be labeled as such clearly and unambiguously. Bidders will be advised of any request for public information that implicates their materials and may, in accordance with applicable law, elect to assert objections to disclosure with the Texas Attorney General at their cost and expense.

WITHDRAWAL; ERROR

Bids may be withdrawn due to errors or for any other reason by a written request received by bids@houstonfirst.com prior to the Due Date.

Project Site Images

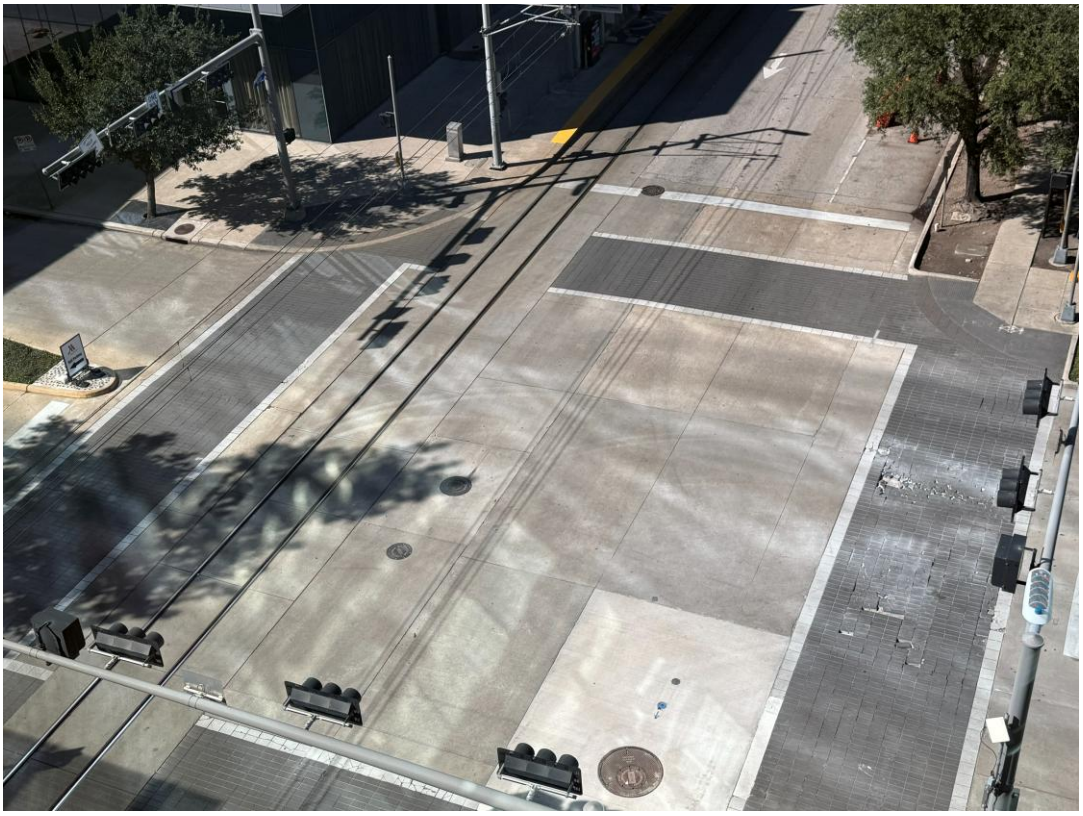


Image 1. Aerial view of Avenida de las Americas @ Rusk St. crosswalks



Image 2. Street-level view Avenida de las Americas @ Rusk St. crosswalks



Image 3. Aerial view of Avenida de las Americas (north) @ Rusk St. crosswalk



Image 4. Completed crosswalk on Avenida de las Americas (south) @ Lamar St.

STAMPED CONCRETE PROJECT (AVENIDA DE LAS AMERICAS @ RUSK ST.)

BID FORM

Bidders responding to the foregoing Stamped Concrete (Avenida de las Americas @ Rusk St.) Invitation to Bid are required to complete each field of this Bid Form.

1. Contact Information

a. Company Name (the "Bidder"): _____

b. Address: _____

c. Contact Name/Title: _____

d. Phone: _____ e. Email: _____

2. Bid

Description	Amount
Bidder hereby offers to furnish all labor, supervision, materials, tools, supplies, and equipment necessary to remove pavers at all four crosswalks at the intersection of Avenida de las Americas and Rusk St. and replace same with 5,000 PSI stamped concrete reinforced with fiber in accordance with the Stamped Concrete Project (ADLA @ Rusk St.) Agreement.	

3. Terms and Conditions

By completing and submitting this Bid Form, Bidder represents all of the following to Houston First Corporation:

a. Bidder has the necessary knowledge, abilities, skills, and resources to perform all services required in connection with this Invitation to Bid.

b. Bidder has been in business for at least five (5) years and has prior experience pouring and stamping concrete in commercial settings.

c. Bidder accepts the terms and conditions of the Stamped Concrete Project (ADLA @ Rusk St.) Agreement and agrees, if selected, to promptly enter into such agreement.

d. Bidder has carefully examined the Project Site, Scope of Work, Materials Specifications, and fully understands the nature and extent of the work required.

e. Bidder has not, within the past five years, been party to a service contract terminated for cause, or received material, adverse findings from any governmental authority having regulatory oversight of services similar to those required under this Invitation to Bid.

4. <u>Acknowledgment</u>

By signing below, Bidder represents and warrants that all of the foregoing is true, correct and may be relied upon by Houston First Corporation without exception:

_____ ("Bidder")
By:

Signature: _____ Date: _____

Name: _____

Title: _____

STAMPED CONCRETE PROJECT (ADLA @ RUSK ST.) AGREEMENT

This Stamped Concrete Project (ADLA @ Rusk St.) Agreement ("Agreement") is made by and between Houston First Corporation ("HFC"), whose address is 701 Avenida de las Americas, Suite 200, Houston, TX 77010 and [**TBD**] ("Contractor"), whose address is [**TBD**]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1.0 Project Overview

1.1 The name of this project is the Stamped Concrete (Avenida de las Americas @ Rusk St.) Project ("Project"). The location of the Project includes all four crosswalks at the intersection of Avenida de las Americas and Rusk St. in downtown Houston, Texas (the "Project Site"). Contractor agrees to and shall undertake and complete the Work to achieve the Project in strict accordance with this Agreement.

1.2 Work performed by Contractor to achieve the Project consists of providing all labor, supervision, materials, tools, supplies, and equipment necessary to undertake and complete the following scope of work at the Project Site:

a. Remove and dispose of approximately 3,220 sq. ft. of pavers at the intersection of Avenida de las Americas and Rusk St.

b. Pour area with 5,000 psi stamped concrete reinforced with fiber border.

c. Border concrete to have no color or stamp at the time of pour.

d. Stamped concrete to have color added, either at concrete supplier yard or to the concrete truck at the jobsite.

e. Border concrete to be painted white after concrete cures.

f. Work must be scheduled in advance to accommodate events and commuters.

g. One lane shall remain open for traffic flow at all times.

h. Permits, lane closures and security to be provided by HFC.

i. Contractor to provide cones and barrels for traffic control.

1.3 In addition to and without limiting the foregoing, Work performed by Contractor to achieve the Project shall use, incorporate, and strictly comply with the following materials specifications:

a. Steel: 3/8" rebar (rebar #3) (set 12" o.c.).

b. Wood: 4 plus 1 redwood header (to separate border concrete from stamped concrete).

c. Other Materials: Euclid 452 MV Epoxy Kit (for rebar/dowels that were used to tie new concrete into existing concrete; Sika Limestone Polyurethane Sealant (bonding agent to seal joint once redwood is removed).

d. Stamp Type: Pennsylvania Avenue Herringbone Brick Stamp.

e. Stamp Release: Sika Color 300 Antique Release (R13 deep charcoal).

f. Paint for Concrete Border: Rust-Oleum Professional Traffic Striping Paint Latex (color white #2593402) .

g. Color Used to Mix with Concrete for Stamped Areas: Butterfield Uni-Mix Integral Concrete Colorant (U49-deep charcoal) (one bag per yard of concrete).

1.4 Project work may begin December 14, 2026. Contractor agrees to and shall complete the Project no later than **December 31, 2026** ("Contract Time"). Contractor acknowledges that timely performance by Contractor is essential to this Agreement.

1.5 The term "Work" means the equipment and services required under the terms and conditions of the Agreement and what is reasonably inferable therefrom, whether completed or partially completed, and includes all other labor, supervision, materials, personnel lifts, transportation, and services of any kind or type provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.6 Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, in the form of a written instrument prepared by HFC, and signed by Contractor and HFC, stating their agreement upon all of the following: (a) the change in the Work; (b) the amount of the adjustment, if any, in the Contract Sum; and (c) the extent of the adjustment, if any, in the Contract Time

1.7 **CONTRACTOR AND HFC ACKNOWLEDGE AND AGREE THAT THE PROJECT AND ALL WORK RELATED THERETO CONSTITUTE AND SHALL BE CONSIDERED FOR ALL PURPOSES TO BE A PUBLIC WORKS PROJECT OF A MUNICIPALITY, INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE.**

1.8 HFC agrees to respond to inquiries from Contractor within a reasonable time and provide information in a timely manner regarding requirements for and limitations on the Project, including HFC's objectives, constraints, space requirements, flexibility, expandability and site requirements. A "reasonable time" for purposes of this paragraph shall in no event be less than 10 calendar days. HFC will endeavor to render decisions and approve Contractor's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Work. HFC will coordinate the services of its own contractors with those services provided by Contractor. In no event shall HFC be deemed to have failed, for purposes of this paragraph, to have acted in a timely manner if HFC renders decisions or approvals within 10 calendar days following Contractor's written request to HFC therefor. No employee of HFC has the authority to authorize Contractor to perform an act or work contrary to the terms and conditions of this Agreement.

2.0 Payment

2.1 Subject to the terms of this Agreement, HFC agrees to pay Contractor **$[TBD]** ("Contract Sum"). The Contract Sum represents the total compensation to Contractor for performance of the Work and is not subject to modification except as expressly set forth in this Agreement or the Terms and Conditions.

2.2 Contractor may request a progress payment from HFC based on the percentage of completion of the Work using a schedule of values to be approved in advance by HFC. HFC agrees to pay Contractor within 30 calendar days of the receipt and approval by HFC of each such invoice by check or electronic funds transfer, at the sole option of HFC.

2.3 If any item in any invoice is disputed by HFC for any reason, including lack of supporting documentation, then HFC shall delete the disputed item and pay the remaining amount of the invoice; provided, however, that HFC shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

2.4 Neither partial payments made hereunder nor approval of invoices by HFC shall be construed as final acceptance or approval of that part of Contractor's Work to which such partial payment or approval relates, nor shall such payments be construed as relieving Contractor of any of its obligations hereunder with respect thereto.

2.5 In no event shall HFC pay Contractor more than **90%** of the Contract Sum prior to the final completion of the Project, notwithstanding any provision in the Agreement to the contrary.

3.0 Warranties and Representations

3.1 Contractor shall provide HFC with a warranty on materials and workmanship equal to one year, subject to the provisions of this Section 3.0. Warranty periods shall commence the date on which HFC approves final completion of the Project (the "Date of Completion").

3.2 Contractor hereby transfers and assigns to HFC all manufacturer's warranties for materials used in connection with this Project and shall complete and execute all forms required to further evidence such transfer and assignment. The parties agree that no warranty made by Contractor under the Contract Documents is intended to limit, nor shall it be construed as limiting in any manner or to any extent, any manufacturer's or supplier's warranty. Upon request from HFC, Contractor agrees to provide reasonable assistance in enforcing such warranties against the manufacturer or supplier at no additional cost to HFC.

3.3 Warranty work shall be completed at Contractor's sole cost and expense. Without limiting the foregoing, Contractor shall be, with regard to warranty work to be performed off site, responsible for all shipping and/or freight expense from HFC's designated location to Contractor's facility for all warranty repair and/or maintenance and return to HFC's designated location.

3.4 Work performed by the Contractor shall be in accordance with the latest City of Houston Building Codes. Contractor represents that all tradespersons employed by Contractor are licensed by the Texas Department of Licensing and Regulation.

3.5 Contractor shall protect all areas and equipment when working at the Project Site. Caution warning signs shall be placed near any slippery or wet surfaces.

3.6 [Intentionally omitted.]

3.7 Contractor shall on a daily basis or as requested by HFC, clean the Project Site and any adjacent areas affected by the Project. Contractor shall promptly remove and dispose of materials removed by Contractor

and other debris from the Project Site in a safe, environmentally responsible manner at its sole cost and expense.

3.8 Contractor represents and warrants that services performed by Contractor shall conform to the standards declared by OSHA, including, but not limited to, compliance with federal and state safety standards/directives for setting-up and utilizing platforms, lifts, ladders, scaffolding, safety lines and belts, and similar equipment used for construction.

3.9 Contractor's employees, agents, contractors and subcontractors shall use personal protective equipment, safety harnesses, fall protection equipment, hard hats or other equipment required to perform the Work in safe manner. Contractor will hold safety training, safety briefings or other meetings to ensure all staff are fully prepared to perform the Work with safety in mind.

3.10 Contractor shall conduct daily safety and health inspections of the Project Site. Contractor shall promptly report any accidents, injuries, spills, or near misses to HFC.

4.0 Insurance

4.1 With no intent to limit Contractor's liability hereunder, Contractor shall provide and maintain in full force and effect, for the duration of the Work, at least the following insurance and available limits of liability:

a. Commercial General Liability	Combined single limit of $1,000,000 per occurrence, subject to a general aggregate of $2,000,000
b. Automobile Liability Insurance	$1,000,000 combined single limit including Owned, Hired, and Non-Owned and Auto Coverage
c. Workers' Compensation	Statutory amounts for Workers' Compensation, Contractor is not allowed to self-insure Workers' Compensation
d. Employer's Liability	Bodily Injury by accident $1,000,000 (each accident); Bodily Injury by disease $1,000,000 (policy limit); and Bodily Injury by disease $1,000,000 (each employee)

4.2 Insurance may be in one or more policies of insurance, form of which is subject to approval by HFC. It is agreed, however, that nothing HFC does or fails to do with regard to insurance policies relieves Contractor from its duties to provide required coverage and HFC's actions or inactions will never be construed as waiving HFC's rights.

4.3 Each policy, except Workers' Compensation and Employer's Liability, must include an endorsement naming HFC and the City of Houston as additional insureds.

4.4 Each policy must include an endorsement to the effect that issuer waives any claim or right in nature of subrogation to recover against HFC and the City of Houston.

4.5 The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or be an eligible non-admitted insurer in the State of Texas and have an A.M. Best rating of at least A– with a financial size category of Class VI or better.

5.0 Release and Indemnification

5.1 **CONTRACTOR AGREES TO AND DOES HEREBY RELEASE HFC AND THE CITY OF HOUSTON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY CONTRACTOR UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HFC OR THE CITY OF HOUSTON.**

5.2 **TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC AND THE CITY OF HOUSTON, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, TICKETS, CITATIONS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR ANY INJURY, DEATH, DAMAGE, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE WORK OR PERFORMANCE BY CONTRACTOR UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO CONTRACTOR AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "CONTRACTOR'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEES; MATERIAL FAILURE OF CONTRACTOR TO PERFORM OR OBSERVE ANY OF THE COVENANTS, TERMS AND CONDITIONS OF THUS AGREEMENT; OR ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL AND/OR EMPLOYMENT LAWS BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS AND CAUSES OF ACTION BROUGHT AGAINST INDEMNITEES BY CONTRACTOR'S PERSONNEL AND/OR GOVERNMENT AGENCIES ARISING FROM, RELATING TO, OR INVOLVING SERVICES OF CONTRACTOR'S EMPLOYEES, AGENTS, OR CONTRACTORS OF ANY TIER.**

5.3 If HFC or Contractor receive 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 calendar days. The notice must include 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. This notice does not stop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30-calendar-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to HFC. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 calendar days after receiving written notice of the indemnification request, Contractor must advise HFC as to whether or not it will defend the claim. If Contractor does not assume the defense, HFC may assume and control the defense, and all defense expenses constitute an indemnification loss. If Contractor elects to defend the claim, HFC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or

agreement of HFC, unless it would result in injunctive relief or other equitable remedies or otherwise require the Indemnitees to comply with restrictions or limitations that adversely affect the Indemnitees, would require the Indemnitees to pay amounts that Contractor does not fund in full, or it would not result in the Indemnitees' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.4 **HFC SHALL NOT BE LIABLE TO CONTRACTOR FOR, AND CONTRACTOR WAIVES ALL RIGHTS TO SEEK, CLAIM OR ENFORCE ANY AWARD OR JUDGMENT FOR, ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (DIRECT OF INDIRECT) AND LOST REVENUES HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF HFC HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY SUCH DAMAGES.**

6.0 Default and Termination

6.1 Either party may terminate this Agreement for cause if the other party defaults and fails to cure the default after receiving notice thereof. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party may, in addition to any other available right or remedy, deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination shall be ineffective. If, however, the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

6.2 HFC may terminate this Agreement for its convenience at any time by giving 30 calendar days' written notice to Contractor. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies. On receiving such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Work hereunder and cancel all existing orders and subcontracts attributable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice to HFC showing in detail the Work performed under this Agreement up to the termination date. HFC shall then pay the amount due Contractor for Work actually performed, but not paid previously, in the same manner as prescribed herein.

6.3 **TERMINATION OF THIS AGREEMENT FOR CONVENIENCE BY HFC DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM TERMINATION FOR CONVENIENCE BY HFC.**

7.0 Miscellaneous

7.1 Notices. All notices and other communications required or permitted hereunder shall be in writing and given by registered or certified mail (return receipt requested and postage prepaid), by personal delivery or by a recognized overnight delivery service (such as DHL, Federal Express or UPS), and shall be determined to have been effectively given upon actual receipt or upon refusal of delivery or, if earlier and whether or not actually received, (i) one (1) business day after deposit with a recognized overnight delivery service for next business day delivery, properly addressed to the intended recipient, with delivery charges prepaid by, or billed to, the sender, or (ii) three (3) business days after deposit with the United States mail, registered or certified mail, return receipt requested, postage prepaid, properly addressed to the intended recipient. Notice must be addressed to the party to whom the notice is given at its address set out in this

Agreement, or such other address the receiving party has designated previously by proper notice to the sending party.

7.2 Venue and Applicable Law. Contractor shall strictly comply with all applicable laws, ordinances, codes, and regulations that affect performance by Contractor hereunder. Agreement shall be construed and enforced in accordance with the laws of the State of Texas, notwithstanding any choice-of-law or conflicts-of-law rules to the contrary. Any action to enforce this Agreement, or any litigation or claims otherwise regarding this Agreement, must be brought in a court of competent jurisdiction in Harris County, Texas. Contractor and consents to the exclusive jurisdiction of such courts and hereby waives any defenses or objections based on venue, inconvenient forum, or lack of personal jurisdiction.

7.3 Independent Contractor. The relationship of Contractor to HFC shall be that of an independent contractor. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement. Services provided by Contractor under this Agreement are non-exclusive and may be supplemented or augmented by HFC at any time, without notice to Contractor, in the sole and absolute discretion of HFC.

7.4 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.5 Assignment. Contractor shall not assign this Agreement in whole or in part without the express prior written consent of HFC. For purposes hereof, any transfer of ownership interests in Contractor, direct or indirect, occurring after the Effective Date shall be deemed an assignment by Contractor requiring prior written consent of HFC. HFC may assign this Agreement in whole or in part, including any enforcement rights granted hereunder, at any time upon written notice to Contractor.

7.6 Severability. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.

7.7 Survival. Contractor shall remain obligated to HFC under all clauses of this Agreement that expressly or by their nature extend beyond the completion of the Project or termination of this Agreement.

7.8 Entire Agreement. This Agreement represents the entire and integrated agreement between HFC and Contractor regarding the subject matter hereof, and this Agreement supersedes all prior negotiations, representations or agreements whether written or oral. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties.

7.9 Authority to Sign. The signer of this Agreement for Contractor hereby represents and warrants that he or she has full authority to execute this Agreement and bind Contractor.

[Signature block to follow in final agreement]