

THE STATE OF TEXAS
COUNTY OF HARRIS

BID # L24230
ORDINANCE # 2013-0137
CONTRACT # 4600011856

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR RUNWAY RUBBER REMOVAL SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CKS HYDRO SERVICES, INC.** ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

City Purchasing Agent for Director
of the Houston Airport System
City of Houston
P.O. Box 60106
Houston, Texas 77205-0106

Contractor

CKS Hydro Services, Inc.
P.O. Box 916
Ocean Springs, MS 39566
Phone: 228-324-1117
Fax: 228-875-4747
Email: cksremover@aol.com

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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3.0 PARTS INCORPORATED:

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

4.0 CONTROLLING PARTS:

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

5.0 DEFINITIONS:

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

6.0 SIGNATURES:

6.0 **SIGNATURES:**

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

ATTEST/SEAL (if a corporation):

CKS HYDRO SERVICES, INC.

WITNESS (if not a corporation):

By: 
Name: Melissa Stanfield
Title: President

By: 
Name: Robert Stanfield
Title: Vice-President
Federal Tax ID Number: 74-2593385

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS


City Secretary

Signed by: 
Mayor 

APPROVED:

COUNTERSIGNED BY:


City Purchasing Agent

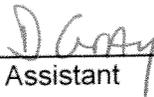

City Controller 

DATE COUNTERSIGNED:

2-27-13

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

2-5-2013
Date


Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

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

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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

2.2 INDEMNIFICATION:

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

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

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

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

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

2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.0 **INDEMNIFICATION PROCEDURES:**

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

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

3.3 **Defense of Claims**

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

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

4.0 **INSURANCE:**

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

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate

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

4.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.1.4 Employer's Liability

- Bodily injury by accident \$100,000 (each accident)
- Bodily injury by disease \$100,000 (policy limit)
- Bodily injury by disease \$100,000 (each employee)

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

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

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

4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

5.0 WARRANTIES:

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

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

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

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

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

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

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

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

8.0 MWBE COMPLIANCE:

8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE")

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

- 8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D."

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 9.2.1 a copy of its drug-free workplace policy,
- 9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
- 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

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

the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

11.0 CONTRACTOR'S PERFORMANCE:

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

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

12.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".

13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 TAXES:

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

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

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

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

5.0 LIMIT OF APPROPRIATION:

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

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$3.00** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS
By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

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

6.0 CHANGES:

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

6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

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

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

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

Signed:
[Signature of City Purchasing Agent or Director]

6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:

6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.

6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

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

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

6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

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

2.0 NOTICE TO PROCEED:

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

3.0 TIME EXTENSIONS:

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

4.0 TERMINATION FOR CONVENIENCE BY THE CITY:

- 4.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 4.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 4.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.0 TERMINATION FOR CAUSE BY CITY:

- 5.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
- 5.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 5.1.2 Contractor becomes insolvent;
 - 5.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
or
 - 5.1.4 a receiver or trustee is appointed for Contractor.
- 5.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

- 5.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

6.0 TERMINATION FOR CAUSE BY CONTRACTOR:

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

7.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

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

2.0 FORCE MAJEURE:

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
- 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

3.0 SEVERABILITY:

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

4.0 ENTIRE AGREEMENT:

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

5.0 WRITTEN AMENDMENT:

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

6.0 APPLICABLE LAWS:

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

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

7.0 NOTICES:

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

8.0 NON-WAIVER:

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

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

9.0 INSPECTIONS AND AUDITS:

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

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

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

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined

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

EXHIBIT "A" DEFINITIONS

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

"Acceptable" means that services, equipment and performance meet or exceed the requirements of this Agreement.

"Acceptance" shall be determined by the Director and will be established when the Director determines that the unit of work specified under this Agreement is complete and acceptable.

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

"Air Operations Area (AOA)" means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area shall include such paved and unpaved areas that are used or intended to be used for unobstructed movement of aircraft in addition to its associated runway, taxi-way or apron.

"Basic Services" means those services described in Section "B" of the Agreement.

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

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

"Company or Contractor" means the successful Bidder to whom HAS awards the Agreement.

"Contract or Agreement" means the Agreement and all amendments or change orders thereto made and entered into by and between the Houston Airport System and the Contractor whereby the Contractor shall provide all specified Work in connection with the Agreement, in the manner and form as provided by the Agreement Documents.

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

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

"Contract Term" is defined in Article IV.

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

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

"Director" means the Director of the Houston Airport System or the City Purchasing Agent for the City, or their designees in writing. The Agreement designates certain functions to be performed by the Director of the Houston Airport System.

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

"Emergency Service Request" means a request from the director to Contractor to perform remedial maintenance or other work services due to a Major Failure or services deemed necessary by the Director. Contractor must respond to in accordance with the Response Times set forth in Section B (Scope of Work).

“Equipment” means all machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper and acceptable completion of the specified Work.

“Furnish” means supply and deliver to Project Site, ready for uploading, unpacking, assembly, installation, use, etc., as applicable in each instance, except as otherwise defined in greater detail.

“Governing Body” means the Mayor and City Council of the City of Houston.

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

“HOU” means William P. Hobby Airport.

“Houston Airport System (HAS)” means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Airport (EFD), and the Houston Airport System Administration Buildings.

“Lighting” means a system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting included all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

“Maintenance Service” means both Preventive Maintenance and Remedial Maintenance.

“Manufacturer” means the original manufacturer or producer of a part or component.

“Materials” means any substance specified for use in the accomplishment of the Work.

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

“OEM” means the Original Equipment Manufacturer.

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

“Repair” means to restore to good or sound working condition.

“Runway” means the area of the airport prepared for the landing and takeoff of aircraft.

“Schedule” is the planned periods of time the Contractor shall be allowed to perform Work on the pavement as determined by the Director and local airfield requirements.

“Service” means to provide the labor, tools, equipment, and all items required to minimize maintenance requirements and ensure proper equipment performance based on manufacturer’s recommended procedures.

“Taxiway” means the portion of the Air Operations Area of an Airport that has been designated by HAS for movement of aircraft to and from the airport’s runways and aircraft parking areas.

“Work” means all services to be provided by the Contractor as defined by the specifications herein.

EXHIBIT "B"
SCOPE OF WORK

1.0 BACKGROUND

- 1.1 The Contractor shall furnish all supervision, labor, parts, tools, materials, transportation, equipment, supplies and facilities necessary to provide runway rubber removal services for the Houston Airport System (herein after referred to as "HAS"). These services serve a vital role in the efficient operation of the Houston Airport System.
- 1.2 The Contractor shall provide runway rubber removal services at George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).

2.0 PERFORMANCE WORK STATEMENT

2.1 GENERAL

- 2.1.1 Contractor shall provide all services, management, supervision, labor, parts, equipment, materials, tools, instruments, supplies, expendable items, incidentals, insurance, transportation, and training required for responsive runway rubber removal services on an "on-call/as-needed" basis.
- 2.1.2 All work shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the work. These standards will be achieved by continuous improvement through open communications with HAS, regular management reviews and industry guidelines.
- 2.1.3 Contractor shall respond immediately to a request from the Director for emergency services and shall perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with the runway rubber removal. Contractor shall give first priority to HAS requests for emergency service.
- 2.1.4 The Contractor shall conduct its operations without damage to pavement surface and grooving, runway lights, joints, sealer, and kerf sealants. The integrity of the pavement grooving shall not be changed. The Contractor shall be responsible for and shall repair any damage caused by its operation, at its own expense, to the satisfaction of HAS. Should the equipment or procedures used to remove the runway rubber appear to cause pavement surface damage, marking degradation or cause it to become polished or deteriorated, HAS may, at its discretion, engage an independent agency to test and evaluate the resulting damage after rubber removal is complete. If the test indicates significant damage or that the Runway Friction Coefficient of a newly cleaned area is less than 90% of that measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber, or the removal process, the area cleaned will be rejected for payment. Furthermore, the Contractor will be liable for all costs incurred by HAS for the evaluation, testing, and surface restoration.
- 2.1.5 The contractor shall have the responsibility of properly disposing of the liquids resulting from the rubber removal. The handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with federal, state, and local laws and regulations.

2.1.6 If performance becomes unsatisfactory to HAS, the Contractor shall be directed to either change or provide adequate personnel, supplies, equipment, or otherwise to immediately correct the unsatisfactory conditions. Failure to comply may result in service credits or the termination of the Agreement. Some examples of unsatisfactory performance include, but are not limited to, failure to provide adequate or proper equipment, personnel, and supervision to properly complete the work in a timely manner; improper use of tools, equipment or supplies; cutting, removing, or marring of the pavement surface or joints; or the failure to immediately clean and remove dislodged residue from adjacent pavement surfaces.

2.1.7 The work provided by Contractor under the Agreement includes Basic Services.

3.0 APPLICABLE SPECIFICATIONS

3.1 Contractor's services shall be performed in accordance with Federal Aviation Administration (FAA) Advisory Circular (AC) No. 150/5320-12C, or the most current version, entitled Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces.

3.2 FAA AC No. 150/5320-12C is incorporated into this specification as **Exhibit "J"**.

3.3 Only those Methods for Removing Contaminants as described in Chapter 4, Section 2 of the FAA AC No. 150/5320-12C (**Exhibit "J"**) may be used.

3.3.1 Removal by High Pressure Water

3.3.2 Removal by Chemicals

3.3.2.1 Chemicals with a base of cresylic acid and a blend of benzene shall not be used.

3.3.3 High Velocity Impact Removal

3.3.4 Mechanical Removal

3.4 The Contractor shall provide all barriers, lights, signs, flags, and flagging personnel necessary to establish an adequate work zone and control traffic in and around the work zone. The Contractor shall establish and maintain work zones as necessary throughout the period of the contract, prominently identifying potential hazards and dangers to personnel and traffic in or near the work area. As a minimum, the Contractor shall comply with FAA AC No. 150/5370-2E, or the most current version, for temporary pavement closures on airfields. FAA AC No. 150/5370-2E is incorporated into this specification as **Exhibit "K"**.

3.5 In case of any discrepancy between the referenced FAA Advisory Circulars and these specifications, the provisions of these specifications shall govern.

4.0 SCOPE OF BASIC SERVICES

4.1 PERFORMANCE REQUIREMENTS FOR DERUBBERIZING

4.1.1 Specific Method: Removal By Water

4.1.1.1 The removal of rubber deposits from Portland cement, asphalt, and polymer asphalt concrete pavements shall be accomplished with a series of high pressure water jets aimed at the pavement to blast the contaminants from the surface. The maximum pressure to be used for concrete surfaces allowed is 36,000 PSI; maximum pressure to be used for asphalt or nova-phalt surfaces allowed is 20,000 PSI.

4.1.2 Specific Method: Removal By Chemicals

4.1.2.1 The removal of rubber deposits from Portland cement, asphalt, and polymer asphalt concrete pavements shall be accomplished exclusively with a derubberizer compound (biodegradable emulsifier/surfactant). The "Removal by Chemicals" method requires areas of pavement to be cleaned to be saturated by derubberizer compound, allowed to soak, agitated, vacuumed free of compound and particulate, and water-rinsed with a maximum water pressure of 400 PSI for asphalt pavement and 800 PSI for concrete pavement.

4.1.2.2 Chemicals used must be EPA registered, and the Contractor must meet current EPA guidelines and regulations, as applicable.

4.1.3 High Velocity Impact Removal (No Specific Requirements)

4.1.4 Mechanical Removal (No Specific Requirements)

4.2 PERFORMANCE REQUIREMENTS DERUBBERIZING

4.2.1 Performance shall be in compliance with FAA AC No. 150/5320-12C, or the most current version.

4.2.2 It shall be the responsibility of the Contractor to thoroughly clean and flush the pavement area and remove all residues.

4.2.3 The work area shall be cleaned at the end of each work period, with a complete clean up of the entire job site at the end of each performance cycle. This clean-up includes, but is not limited to, the daily removal of all rubber or paint residue that has been dislodged from the pavement surfaces during the cleaning. All clean-up activities are part of the contract and shall be accomplished by the Contractor at no additional cost to HAS.

4.2.4 Contractor shall remove any mechanical debris resulting from the derubberizing operation from all pavements serviced. To ensure that the pavements are completely free of metallic debris, Contractor shall include a final sweep of pavements with a magnetic sweeper to remove all metal objects. Pavements will be inspected by Airport Operations for Federal Aviation Regulations Part 139 violations prior to returning such pavement to operational use.

5.0 DERUBBERIZER COMPOUND

5.1.1 Contractor shall furnish all derubberizer compounds required to accomplish the work and shall ensure the compound meets the following minimum performance requirements:

5.1.1.1 Compound shall be nonflammable, noncombustible, biodegradable, corrosion inhibiting, rapid emulsifying, rapid rinsing, and hard water stable, free from objectionable odor and non-injurious to personnel involved when using good industrial hygiene practices. Compound shall also meet Federal, State of Texas and City of Houston laws, statues or ordinances pertaining to environmental protection.

5.1.1.2 Compound shall not alter, harm or erode concrete or asphalt surfaces or sawed grooves, compression seals, runway lighting, expansion joints, gaskets, electrical wiring, electrical fixtures, runway paint markings, galvanized steel, grass, shrubbery or plantings. The compound shall not erode Portland cement or alter

the proportions of Portland cement to aggregate in concrete runways. There shall be no degradation of the coefficient of friction beyond that of the original clean pavement.

5.1.1.3 Product reference for derubberizer compound is AeroKleen or approved equal.

5.2 MATERIAL SAFETY DATA SHEET (MSDS)

5.2.1 MSDS for specific derubberizer compound and for any other specific chemical products, which are used in performing the work, must be submitted with the bid. Contractor shall provide updated MSDS sheets to the Facility Superintendent during the Agreement term.

5.3 EQUIPMENT

5.3.1 Equipment shall be as outlined in FAA AC No. 150/5320-12C, or the most current version.

5.4 WATER

5.4.1 HAS shall furnish sufficient water to complete the required cleaning operations from a HAS designated source, at no cost to the Contractor. The Contractor shall keep accurate records of the amount of water used with each fill-up of the equipment. Contractor shall furnish all hoses, tanks, water trucks, tools, equipment, labor, and incidentals required to receive and transport water from sources to job sites.

5.5 LIGHTING

5.5.1 Contractor shall be responsible for providing all required lighting for performance of work.

6.0 COORDINATION OF WORK

6.1 CALLOUT

6.1.1 Callout notice to Contractor shall allow a minimum of ten (10) calendar days from date work is to commence.

6.1.2 For derubberizing, the approximate square footage to be performed per callout is approximately 200,000 square feet.

6.1.2.1 **(IAH)** Cleaning time will be 10:30 p.m. – 05:30 a.m. One runway end is approximately 250,000 sq. ft. but quantities are not guaranteed.

6.1.2.2 **(EFD)** Removal time will be scheduled at night as stated. But due to operational needs removal could be scheduled during day time hrs at EFD. In the past we were doing approximately 100,000 sq. ft. on each runway end but quantities are not guaranteed.

6.1.2.3 **(HOU)** Cleaning time is as stated. This is intended to be on an “as needed” basis with no guarantee as to the sq. ft. per callout or number of callouts per year. The 200,000 is only an estimate per runway end. It will be more or less, depending on specific needs at the time of the callout.

- 6.1.3 Runway X's shall be required during runway closures at all times day or night. The Contractor shall provide two Lighted X Runway Closure Markers to be used at each runway end. The use of Lighted X Runway Closure Markers shall be used in accordance with AC 150/5345-55 during temporary runway closures.
- 6.1.4 Contractor shall coordinate its rubber removal activities with Airport Maintenance Group (AMG) – IAH; Operations – HOU; Facilities Administration – EFD. The Director shall have access to and the right to inspect all work performed by the Contractor during the course of the contract.

6.2 SITE AVAILABILITY

- 6.2.1 Generally, airfield pavements will be made available to Contractor between the hours of 11:00 p.m. (2300 hours) and 6:00 a.m. (0600 hours) seven (7) days per week. (Cleaning time for IAH will be 10:30 p.m. – 05:30 a.m.). However, specific work times will be directed by HAS.

6.3 ASSIGNMENT OF STAGING/LAY DOWN AREAS

- 6.3.1 Upon receipt of notice to start work, Contractor will be assigned a staging or lay-down area for Contractor's equipment and materials. While in use, those areas shall be maintained in a clean and orderly condition, and upon completion of services shall be restored to their original condition.

6.4 WEATHER LIMITATIONS FOR DEREUBBERIZING

- 6.4.1 No work shall be performed when the surface temperature is below 40 degrees Fahrenheit or during conditions of high winds and/or severe weather. When notified by HAS that a severe weather warning has been issued, Contractor shall take immediate action to tie down or otherwise secure all of Contractor's equipment and materials. Contractor shall be prepared to take such action at all times when performing services under the contract.

6.5 PRE-PERFORMANCE CONFERENCE

- 6.5.1 Prior to commencing performance under the contract, Contractor shall attend a pre-performance conference with HAS. HAS will specify the time and place of such meeting in a written notice to Contractor. Representatives of Contractor attending the pre-performance conference shall include key personnel whom Contractor has assigned to the contract and who shall be authorized to bind Contractor in matters relating to the following pre-performance conference items. However, the Director will have the right to further designate other representatives of Contractor who must attend the pre-performance conference and such designated representatives shall attend. Items to be addressed at the pre-performance conference include the following:

6.5.1.1 Contract Administration;

6.5.1.2 Channels of communication;

6.5.1.3 Review of key personnel and certifications;

6.5.1.4 Organization and function charts reflecting the line of management authority;

6.5.1.5 Procedures to be used to ensure contract requirements are met.

6.6 REPORTS

6.6.1 Contractor shall provide documentation of services as they are performed. At a minimum, documentation shall indicate the following:

6.6.1.1 Airport name and runway number;

6.6.1.2 Assessment of surface conditions before and after derubberizer operations;

6.6.1.3 Assessment of any other contaminants observed on runway.

7.0 SPECIAL REQUIREMENTS

7.1 SECURITY AND BADGING

7.1.1 Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.

7.1.2 All on-site personnel of Contractor, including sub-contractor's, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation. Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$55.00 each at (IAH)/ (HOU) and \$16.00 each at (EFD). Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Contractor is responsible for the cost of badges, including replacements thereof. Contractor personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is \$16.00.

7.1.3 All fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

7.2 AIR OPERATIONS AREA (AOA) POLICY

7.2.1 The AOA includes areas within secured perimeters in which aircraft operate. This area includes all runways, ramps, taxiways, and aprons. Contractor's personnel and equipment shall not be allowed within the AOA unless authorized by HAS and escorted by authorized City personnel. Contractor shall not move any equipment into or within the AOA (i.e. from lay-down area to runway each night or from runway to lay-down area at the end of work activity period) without City escort. In the event that Contractor personnel cross runways without Air Traffic Control Tower approval, the employee(s) shall be immediately removed from the job site and shall not be allowed to return to work at any City airport.

7.3 HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE

7.3.1 No explosive or hazardous goods, merchandise or material shall be kept or stored by Contractor at the Airport. Nothing shall be done in the performance of the contract that shall increase the rate of or suspend any insurance policy or coverage of authority.

7.3.2 Contractor certifies that all work practices, procedures, materials, equipment, etc., used in the performance of the contract complies with all provisions of the Occupational Safety and Health Administration (OSHA).

- 7.4 All debris, trash, etc. resulting from Work on this contract are considered property of the Contractor. Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the Work under this contract. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with federal, state, and local laws and regulations.
- 7.5 Contractor shall comply with all applicable federal, state and local environmental rules, regulations, statutes, or orders, (Environmental Laws). In any conflict between this specification and applicable Environmental Laws, the more stringent shall govern.
- 7.6 Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply with Environmental Laws. Contractor shall perform its obligations under this specification and related Agreement in strict compliance with Environmental Laws.

8.0 LIQUIDATED DAMAGES

- 8.1 It is agreed that time is of the essence in the Agreement and each runway end serviced shall be completed within 2 workdays after start of work. If Contractor fails to complete the runway within the specified time, the Contractor agrees that the City may deduct from the Contractor's invoice for said work the sum of One thousand five hundred dollars (\$1,500.00) per day as liquidated damages for each calendar day elapsing beyond said specified time. The amount of this deduction is to cover additional expenses due to the failure of the Contractor to complete the work within the time specified and such expenses are not to be considered as penalties. HAS reserves the right to proceed with all other remedies allowed by law and this Paragraph in no way restricts HAS' right of choice of actions under the contract.

9.0 INVOICING

- 9.1 Contractor shall submit its invoices in accordance with specifications and shall invoice for work acceptably complete. Acceptability of work shall be determined solely by HAS.
- 9.2 The Contractor shall submit each invoice in duplicate for any services performed by the Contractor under the contract within 30 calendar days after the completion of the cleaning performance. HAS shall, thereafter, certify the correctness of such invoice and after such certification HAS shall pay the amount so certified. No certification or payment shall, at any time, preclude HAS from showing that such certification or payment was incorrect or from recovering any money paid in excess of that due hereunder. The invoice must be identified by the contract name and contract number. All invoices are to be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division/Accounts Payable
Post Office Box 60106
Houston, Texas 77205-0106

- 9.3 All work shall be scheduled with HAS representatives and shall be accomplished during the hours scheduled. HAS has the right to order work to be performed during both regular and non-regular hours in accordance with the contract. No payment for services shall be payable by HAS for any performance for which the Contractor fails to complete all the scheduled work as specified, or fails to obtain an approved work schedule prior to beginning work on a visit.

However, HAS may agree to Contractor's failure to provide the services as specified was beyond the Contractor's reasonable control or was otherwise approved by and/or in the best of HAS.

- 9.4 The Contractor shall be compensated, after each performance, at the Agreement unit price per square foot for the total square feet of runway pavement from which the rubber has been properly removed as specified herein, less any applicable liquidated damages.
- 9.5 Invoice shall be based on actual measurement of the area properly cleaned. No payment will be made for areas where excess rubber remains on the pavement or the area was not properly cleaned as determined by HAS. Furthermore, if pre and post friction surveys provide no significant Mu value improvements, (as outlined in AC 150-5320-12C, or the most current version, Section 3-20) or if runway touchdown area is not cleaned as specified, no payment will be made for any part of that runway touchdown area. HAS will not be required to provide the Contractor additional runway access time to redo failed areas.
- 9.6 The Houston Airport system will accept invoices submitted electronically along with required support information; such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers, and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.
 - 9.6.1 Requirements are as follows:
 - 9.6.1.1 Submit invoices in "TIFF" format
 - 9.6.1.2 Submit to has.accountspayable@houstontx.gov
 - 9.6.1.3 Invoices must be submitted with applicable copies of Contractor's daily work orders attached that have been approved by the Director.
 - 9.6.1.4 Invoices submitted for services performed as the result of change orders require copies of the applicable change order to be attached to the original and each of the two (2) invoice copies.

10.0 SAFETY GENERAL

- 10.1 Contractor shall be responsible for the enforcement of all safety requirements for any Work performed under the contract. If Contractor fails or refuses to promptly comply with safety requirements, the Director may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such order will be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

11.0 COORDINATION OF MEETINGS

- 11.1 Throughout the term of the Agreement and any extensions thereto, Contractor shall meet with HAS, on a frequency determined by the Director, to identify and resolve performance issues. Notice of any such performance meeting may be given by the Director to Contractor either orally or in writing, and will designate the time, date, location, Contractors attendees, and general purpose. Contractor's designated attendees shall be present at any such performance meeting for its duration and shall prepare minutes. The meeting minutes must be transcribed by Contractor in typewritten form and must be submitted to the Director for approval within five (5) days of any such meeting. The Director will have the right to dispute the accuracy of the minutes and will note any discrepancies in the minutes prior to approval. Once approved, the original will be retained by HAS and a copy thereof submitted to Contractor.

12.0 DISPUTES

12.1 In all cases of misunderstanding and disputes, the provisions of this Scope of Work and the terms of the Agreement attached to this Invitation to Bid govern.

13.0 DAMAGE TO CITY PROPERTY

13.1 The Contractor shall pay for the repair of all damaged City property caused by carelessness or neglect on the part of the Contractor, its agents or employees.

14.0 CONTRACTOR'S FINANCIAL OBLIGATION

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

15.0 DRIVER'S LICENSE

15.1 Contractor's employees performing Work for the City must possess a valid United States driver's license for the type of vehicle or equipment operated. Contractor shall ensure its employees meet this requirement.

16.0 ADDITIONS & DELETIONS:

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

17.0 ESTIMATED QUANTITIES NOT GUARANTEED:

17.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

18.0 INTERLOCAL AGREEMENT:

18.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

19.0 WARRANTY OF SERVICES:

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

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

- 19.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 19.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

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

EXHIBIT "D"
MWBE REQUIREMENTS

CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

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

1. Peter Batarse Enterprises, Inc. (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
2. Peter Batarse Enterprises, Inc. (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "The Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the HR Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with the American Arbitration Association on file in the Office of the City's Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Office of Business Opportunity Policy and/or Ordinance, contact the Office of Business Opportunity at (713) 837-9000, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT**

I, Melissa Stanfield President as an owner or officer of
(Name) (Print/Type) (Title)
CKS Hydro Services, 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 the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

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

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

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

Date 01/11/2013

Contractor Name CKS Hydro Services, Inc.

Signature 

Title President

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

I, Melissa Stanfield President
(Name - Print/Type) (Title)

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

01/11/2013
Date

CKS Hydro Services, Inc.
Contractor Name


Signature

President
Title

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

I, Melissa Stanfield President
(Name - Print/Type) (Title)

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

01/11/2013
Date

CKS Hydro Services, Inc.
Contractor Name


Signature

President
Title

**EXHIBIT G
DRUG POLICY COMPLIANCE DECLARATION**

I, Melissa Stanfield President as an owner or officer of
 (Name) (Print/Type) (Title)
CKS Hydro Services, Inc. (Contractor or Vendor)
 (Name of Company)

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

This reporting period covers the preceding 6 months from _____ to _____, 2_____.

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

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

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

MS
Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is - 0 -.

MS
Initials From _____ the following test has occurred
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	- 0 -	. 0 .	. 0 .	. 0 .
Number Employees Positive	- 0 -	. 0 .	. 0 .	. 0 .
Percent Employees Positive	- 0 -	. 0 .	. 0 .	. 0 .

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

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

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

01/11/2013
(Date)

Melissa Stanfield
(Typed or Printed Name)
Melissa Stanfield
(Signature)
President
(Title)

**EXHIBIT "H"
FEES AND COSTS**

BID ITEM	DESCRIPTION	UNIT PRICE
Year One	Contractor shall provide Runway Rubber Removal Services at George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).	\$0.067 per Square Foot
Year Two	Contractor shall provide Runway Rubber Removal Services at George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).	\$0.067 per Square Foot
Year Three	Contractor shall provide Runway Rubber Removal Services at George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).	\$0.067 per Square Foot

EXHIBIT "I"
PAY OR PLAY PROGRAM



City of Houston
 Certification of Compliance with
 Pay or Play Program



Contractor Name: CKS Audio Services Inc. \$ _____ (Amount of Contract)
(Contractor/Subcontractor)
 Contractor Address: P.O. Box 916 Ocean Springs MS 38566
 Project No. (G/S/ACIP/AIP/File No.) _____
 Project Name: (Legal Project Name) _____
 POP Liaison Name: _____

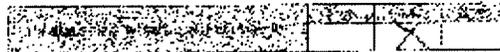
In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-504 and Executive Order 1-7 Contractor/Subcontractor agrees to abide by the terms of the Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract labor and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$42 per month.



The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

Category	Count	Count
Total Employees on City Job	3	0
Covered Employees	3	0
Non-Covered Employees	0	0
Exempt Employees	0	0

*Required
 I hereby certify that the above information is true and correct.

Robert Stanfield _____ Date: 1/22/2012
Contractor (Signature) Date

Robert Stanfield
Name and Title (Print or Type)
Robert Stanfield
Signature

Document 00850

OBO 7/3/2012