

Controller's Office

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

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

- (1) Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.

(2) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.

(3) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

() Other - Grant Funds Available

[Signature]
 General
 City Controller of the City of Houston, Texas

Date: 9-24, 2020

① 8001 - 2800 - 521405
 ② 8010 - ↓ ↓

\$ 1,509,936.48
 839,824.80

FUND REF: _____ AMOUNT: 2,349,760.75 ENCUMB. NO.: SAO 45-331274

De
 OA 46-16250
 FMBB 3-28170

City of Houston, Texas Ordinance No. 2020-848

AN ORDINANCE APPROPRIATING THE SUM OF \$839,824.27 OUT OF THE HAS RENEWAL AND REPLACEMENT FUND; APPROVING AND AUTHORIZING A CONTRACT TO JBT AEROTECH CORPORATION FOR AIRCRAFT SUPPORT SYSTEMS OPERATIONS AND MAINTENANCE SERVICES FOR THE HOUSTON AIRPORT SYSTEM; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

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

Section 1. The City Council hereby appropriates the sum of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title.

Section 2. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary, or, in the absence of the City Secretary, any Assistant City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The total allocation for the contract, agreement, or other undertaking approved and authorized hereby shall never exceed \$22,168,833.31 unless and until this sum is increased by ordinance of City Council.

Section 4. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements, or other undertaking described in the title of this Ordinance, in the event of changed circumstances.

Section 5. The City Attorney is hereby authorized to take all actions necessary to enforce all legal obligations under said contract without further authorization from Council.

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

PASSED AND ADOPTED this 30th day of September, 2020.

APPROVED this _____ day of _____, 2020.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 06 2020.

Pat J. Hanrahan

City Secretary

Samuel M. Mendez (at the request of) *Mario Diaz*
Sr. Assistant City Attorney

(Prepared by Legal Dept. (SKM/anv) 9/4/2020
(Requested by Mario Diaz, Director, Houston Airport System)
(L.D. File No.0042000248001)

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

**AGREEMENT FOR AIRCRAFT SUPPORT SYSTEMS OPERATION
AND MAINTENANCE SERVICES**

ARTICLE 1. PARTIES

THIS AGREEMENT FOR AIRCRAFT SUPPORT SYSTEMS OPERATION AND MAINTENANCE SERVICES (this "Agreement") is made on the date countersigned by the City Controller between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule city of the State of Texas principally situated in Harris County and **JBT AEROTECH CORPORATION** ("Contractor"), a Delaware corporation doing business in Texas.

1.01 ADDRESS:

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

City

Director or Designee
Houston Airport System
City of Houston
P. O. Box 1562
Houston, Texas 77251

Contractor

JBT AeroTech Corporation
1805 West 2550 South
Ogden, Utah 84401
Attention: Brent Ahlstrom,
President / General Manager
JBT Airport Services

The Parties agree as follows:

1.02 TABLE OF CONTENTS

1.02.1 This Agreement consists of the following articles and exhibits:

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1.03 PARTS INCORPORATED

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

1.04 CONTROLLING PARTS

1.04.1 If a conflict between the sections or exhibits arises, the sections control over the exhibits.

1.05 **DEFINITIONS**

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

1.06 **SIGNATURES**

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

APPROVED AS TO FORM FOR CONTRACTOR:

CONTRACTOR: JBT AEROTECH CORPORATION

DocuSigned by:
Gary Barlow
Name: Gary Barlow, Jr.
Title: Controller
JBT Airport Services
Email: gary.barlow@jbtc.com

DocuSigned by:
Brent Ahlstrom
Name: Brent Ahlstrom
Title: President / General Manager
JBT Airport Services
Email: brent.ahlstrom@jbtc.com

Federal Tax ID Number: 83-3763708

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

DS
BB
DocuSigned by:
Mario Diaz
Director, Houston Airport System

City Controller

APPROVED:

COUNTERSIGNATURE DATE:

DocuSigned by:
Carolyn Hanahan
Chief Procurement Officer

Amyl Vasquez
Legal Assistant
Date: 9-4-20

APPROVED AS TO FORM:
DocuSigned by:
Sameera Kapasi Mahendru
Senior Assistant City Attorney
L.D. File No. 004200248007

ARTICLE 2. DUTIES OF CONTRACTOR

2.01 SCOPE OF SERVICES

2.01.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B".

2.02 COORDINATE PERFORMANCE

2.02.1 Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

2.03 TIME EXTENSIONS

2.03.1 If Contractor requests an extension of time to complete its performance, then the Director, in consultation with the CPO, 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).

2.03.2 If the Director requests an extension of time to complete Contractor's performance, then the CPO may, upon consultation with the Director involved, extend the time so long as the extension does not exceed 90 calendar 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).

2.04. REPORTS

2.04.1 Contractor shall submit all reports and progress updates required by the Director or CPO.

2.05 PAYMENT OF SUBCONTRACTORS

2.05.1 In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment by, through, or under Contractor in the performance of this Agreement.

2.05.2 **IN ACCORDANCE WITH THE TEXAS PROMPT PAYMENT ACT, CONTRACTOR SHALL MAKE TIMELY PAYMENTS TO ALL PERSONS AND ENTITIES THAT CONTRACTOR HAS HIRED TO SUPPLY LABOR, MATERIALS, OR EQUIPMENT FOR THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS REGARDLESS OF WHETHER THE FAILURE TO PAY IS CAUSED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR GROSS NEGLIGENCE, (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INTENTIONAL ACTS, OR OTHER CONDUCT OR LIABILITY OF THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL**

REPRESENTATIVES.

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

2.06 RELEASE

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

2.07 INDEMNIFICATION

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

2.07.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS 2.07.1.1 THROUGH 2.07.1.3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.07.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

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

2.07.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR

YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.08 SUBCONTRACTOR'S INDEMNITY

2.08.1 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.

2.09 INDEMNIFICATION PROCEDURES

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

2.09.1.1 a description of the indemnification event in reasonable detail;

2.09.1.2 the basis on which indemnification may be due; and

2.09.1.3 the anticipated amount of the indemnified loss.

This notice does not estop 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 30-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.

2.09.2 Defense of Claims

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

2.09.2.2 Continued Participation. If Contractor 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.

2.10 INSURANCE

2.10.1 **Risks and Limits of Liability**. Contractor shall maintain the following insurance coverages in the following amounts:

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

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

2.10.3 **Form of insurance.** The form of the insurance shall be approved by the

Director and the City Attorney; such approval (or lack thereof) shall never: (i) excuse non-compliance with the terms of this Section; or (ii) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall: (i) have a Certificate of Authority to transact insurance business in Texas; or (ii) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

2.10.4 **Required Coverage.** The City shall be an Additional Insured under this Agreement, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Agreement provisions. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for: (i) Additional Insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and (ii) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.

2.10.5 **Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

2.10.6 **Other Insurance.** If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

2.11 WARRANTIES

2.11.1 Contractor 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.

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

- 2.11.2.1 that all items are free of defects in title, design, material, and workmanship;
- 2.11.2.2 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;
- 2.11.2.3 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
- 2.11.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

2.12 **CONFIDENTIALITY**

2.12.1 City Use

The City may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

2.12.2 Contractor Confidentiality

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

2.12.3 Sensitive Security Information

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

2.13. **USE OF WORK PRODUCTS**

2.13.1 The City may use all Documents that Contractor prepares or obtains under this Agreement. In addition, Contractor shall provide the Director with supporting schedules, flow charts or other analysis necessary to understand the reported findings and recommendations. Generally, this information is attached as exhibits

to the final report; however, if requested by the Director, Contractor shall provide this information from its work paper files.

2.13.2 Contractor warrants that it owns the copyright to the Documents.

2.13.3 Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

2.14 **LICENSES AND PERMITS**

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

2.15 **COMPLIANCE WITH LAWS**

2.15.1 Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.

2.16 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE**

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

2.17 **MWBE COMPLIANCE**

2.17.1 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 5% of the value of this Agreement to MWBEs. MWBEs. Contractors are encouraged to provide meaningful participation to each subcontractor to the fullest extent of its capacity. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.

2.17.2 Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

[Name of MWBE 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").

[Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform: (i) audits of the books and records of the subcontractor; and (ii) 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 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 nor the applicable statute of limitations.

Within five Business Days of execution of this subcontract, 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.

Any controversy between the Parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

2.18. **DRUG ABUSE DETECTION AND DETERRENCE**

2.18.1 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 (the "Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

2.18.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

2.18.2.1 a copy of its drug-free workplace policy;

2.18.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C", together with a written designation of all safety impact positions; and

2.18.2.3 if applicable (e.g., no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D".

2.18.3 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 "E". 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.

2.18.4 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.

2.18.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

2.19 **CONFLICTS OF INTEREST**

2.19.1 If an actual or potential conflict arises between the City's interests and the interests of other client(s) Contractor represents, Contractor shall immediately notify the Director in writing. The City Controller shall issue a letter of consent or non-consent to Contractor's representation, potential or otherwise, of the other client(s) within 10 Business Days after receipt of Contractor's notice. If the City Controller issues a non-consent letter, Contractor shall immediately terminate its representation, potential or otherwise, of the other client(s) whose interests are or may be in conflict with those of the City.

2.20. **PAY OR PLAY**

2.20.1 The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

2.21. **CONTRACTOR'S PERFORMANCE**

2.21.1 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

2.21.2 Contractor shall manage, control and be responsible for all the work performed by its subcontractors/agents. A complete list of all subcontractors shall be submitted to the Director and/or designee for approval prior to Subcontractor/Agent commencing work. Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

2.22. **ADDITIONS AND DELETIONS**

2.22.1 Additional Products and Services. Subject to the allocation of funds, the CPO may add similar equipment, supplies, services, or locations, within the scope of this Agreement, to the list of equipment, supplies, services, or locations to be performed or provided by giving written notification to Contractor. For purposes of this Section, the "Effective Date" means the date specified in the notification from the CPO. As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date. In the event the additional equipment, supplies, services, or locations are not identical to the items(s) already under this Agreement, the charges therefor will then be Contractor's normal and customary charges or rates

for the equipment, supplies, services, or locations classified in the Fees and Costs (Exhibit "F").

2.22.2 Exclusion of Products and Services. If a deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the CPO may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded deliverable or service from the sum(s) otherwise due under this Agreement.

2.22.3 The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

2.22.3.1 The additions are exempt from the competitive bidding or proposal requirements set forth in Tex. Local Govt. Code Chapter 252; or

2.22.3.2 The City acquires the additions from Contractor through a competitive bid or competitive proposal.

2.23. **CHANGES**

2.23.1 At any time during the Agreement Term, the CPO 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.

2.23.2 The CPO will issue the Change Order in substantially the following form:

<u>CHANGE ORDER</u>	
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 CPO]

2.23.3 The CPO may issue more than one Change Order, subject to the following limitations:

- 2.23.3.1 The City Council expressly authorizes the CPO to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
- 2.23.3.2 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.
- 2.23.3.3 The total of all Change Orders issued under this section may not increase the original contract amount by more than 25%.
- 2.23.4 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 CPO's decision regarding a time extension is final.
- 2.23.5 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.
- 2.23.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

2.24 **ENVIRONMENTAL LAWS**

2.24.1 Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern hazardous materials or relate to the protection of human health, safety, or the environment, including, but not be limited, to the following:

2.24.1.1 The Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.,

2.24.1.2 The Safe Drinking Water Act, 44 U.S.C. Section 300(f) et seq.;

2.24.1.3 The Oil Pollution Control Act of 1990, 33 U.S.C. Section 270 et seq.;

2.24.1.4 The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;

2.24.1.5 The Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.;

2.24.1.6 The Clean Air Act as amended, 42 U.S.C. 7401 et seq.;

2.24.1.7 The Clean Water Act, 33 U.S.C., Section 1251 et seq.;

2.24.1.8 The Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq.;

2.24.1.9 The Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq.; and

2.24.1.10 Those substances defined as hazardous waste or as hazardous substances under the laws of Texas and/or the United States or in regulations promulgated under these laws (collectively, "Environmental Laws").

2.24.2 Within 10 days of receipt of an invoice, Contractor shall reimburse the City for any fines or penalties that may be levied against the City by the Environmental Protection Agency, the Texas Commission on Environmental Quality ("TCEQ"), or any other governmental agency for Contractor's failure to comply with the Environmental Laws.

2.24.3 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Airports, or any other areas or Facilities subject to this Agreement, except in strict compliance with the Environmental Laws. "Hazardous Materials" include, but are not limited to, the following:

2.24.3.1 All substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws;

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

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

2.24.4 The Airport is subject to the National Pollution Discharge Elimination System Program ("NPDES"), and the regulations, 40 CFR Part 122, relating to stormwater discharges, for operations at the Airports. Contractor is familiar with these NPDES stormwater regulations; and shall conduct operations in accordance with 40 CFR Part 122, as amended from time to time. Contractor understands that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

2.24.5 Close cooperation is necessary to ensure compliance with any NPDES stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Contractor shall implement "Best Management Practices" as defined in 40 CFR, Part 122.2, as amended from time to time, if necessary to minimize the exposure of stormwater to significant materials generated, stored, handled, or otherwise used by Contractor's defined in the federal stormwater regulations.

2.24.6 The City's NPDES stormwater discharge permit and any subsequent amendments, extensions, or renewals are incorporated into this Agreement. All applicable portions of the permit shall bind Contractor.

2.24.7 Contractor shall implement the NPDES requirements at its sole expense, unless otherwise agreed to in writing between the City and Contractor. Contractor shall meet all deadlines that may be imposed or agreed to by the City and Contractor. Time is of the essence.

2.24.8 Contractor shall include the City on all correspondence to and information submitted to a government entity(ies) under applicable NPDES stormwater regulations that affect the Airports.

2.24.9 Upon Contractor's written request, the City shall provide any non-privileged information submitted to a government entity(ies) under applicable NPDES stormwater regulations.

2.24.10 Contractor appoints the City as its agent to negotiate with the appropriate governmental entity(ies) any modifications to the City's stormwater discharge permit.

2.24.11 Contractor shall participate in any City organized task force or other work group established to coordinate stormwater activities at the Airports.

2.24.12 The City may enter upon Contractor's premises at any time for purposes of inspection to ensure that Contractor is complying with this Section and any other provisions in this Agreement without committing a trespass.

2.24.13 The City's remedies with regard to Environmental Requirements are cumulative and survive termination of this Agreement.

2.24.14 WITH NO INTENT TO LIMIT CONTRACTOR'S INDEMNIFICATION TO THE CITY SET FORTH IN SECTION 2.07, CONTRACTOR SHALL PROTECT, DEFEND AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSS, COST, CLAIM, DEMAND, PENALTY, FINE, SETTLEMENT, LIABILITY, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES, COURT COSTS, AND LITIGATION EXPENSES) RELATED TO THE FOLLOWING:

2.24.14.1 ANY INVESTIGATION, MONITORING, CLEANUP, CONTAINMENT, REMOVAL, STORAGE, OR RESTORATION WORK PERFORMED BY THE CITY OR A THIRD PARTY DUE TO CONTRACTOR'S ITS

EMPLOYEES', SUBCONTRACTORS', JOINT VENTURE PARTNERS' OR AGENTS' USE OR PLACEMENT OF HAZARDOUS MATERIALS (OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN) ON THE AIRPORTS PREMISES, OR ANY OTHER AREAS IMPACTED BY THIS AGREEMENT;

2.24.14.2 ANY ACTUAL, THREATENED, OR ALLEGED HAZARDOUS MATERIALS CONTAMINATION OF THE AIRPORTS PREMISES BY CONTRACTOR'S, ITS EMPLOYEES, OR AGENTS;

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

2.24.14.4 ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO HAZARDOUS MATERIALS USE BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORTS; OR

2.24.14.5 ANY VIOLATION BY CONTRACTOR, ITS EMPLOYEES, AGENTS, OR JOINT VENTURE PARTNERS OF ANY ENVIRONMENTAL LAWS.

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

2.25 **AIRPORT CUSTOMS SECURITY BOND**

2.25.1 In accordance with Title 19 of the Code of Federal Regulations, Part 113, the contractor shall obtain an Airport Customs Security Bond in order to have access to the Federal Inspection Station (FIS), and One Stop Cargo and Fumigation Facility at George Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU).

2.26 **ANTI-BOYCOTT OF ISRAEL**

2.26.1 Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

2.27 **ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

2.27.1 The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature

Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

ARTICLE 3. DUTIES OF CITY

3.01 PAYMENT TERMS

3.01.1 Subject to all terms and conditions of this Agreement, the City agrees to pay for the services described in Exhibit "B" that are rendered by Contractor based upon monthly invoices showing the number of individual tasks and related services performed at the rates set forth in Exhibit "F". The fees must only be paid from Allocated Funds as provided below.

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

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

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

3.02 TAXES

3.02.1 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.

3.03 METHOD OF PAYMENT

3.03.1 The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to Contractor within 30 days of the receipt and approval by the City of such invoices. If the City disputes any item 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 any 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.

3.04 LIMIT OF APPROPRIATION

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

3.04.2 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 **\$2,349,760.75** to pay money due for the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

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

\$ _____

3.04.2.2 The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. 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.

3.05 ACCESS TO SITE

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

3.06 **ACCESS TO DATA**

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

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

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

ARTICLE 4. TERM AND TERMINATION

4.01. **AGREEMENT TERM**

4.01.1 This Agreement is effective on the Countersignature Date and shall remain in effect for 10 years, unless sooner terminated under this Agreement (the "Initial Term").

4.02 **NOTICE TO PROCEED**

4.02.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the CPO or Director.

4.04. **TERMINATION FOR CONVENIENCE BY CITY**

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

4.04.2 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 this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

4.04.3 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.

4.05. **TERMINATION FOR CAUSE BY CITY**

4.05.1 If Contractor defaults under this Agreement, the Director may terminate this Agreement after providing Contractor written notice and an opportunity 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 that exist now or in the future. Default by Contractor occurs if:

4.05.1.1 Contractor fails to perform any of its material duties under this Agreement;

4.05.1.2 Contractor becomes insolvent;

4.05.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

4.05.1.4 a receiver or trustee is appointed for Contractor.

4.05.2 If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to Contractor describing the default and the proposed termination date, with a copy of the notice to the CPO. The date must be at least 30 days after Contractor receives notice. The Director, at his or her sole option, may extend the termination date to a later date. If Contractor cures the default before the proposed termination date, then the proposed termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

4.05.3 To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO. 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.

4.06 **TERMINATION FOR CAUSE BY CONTRACTOR**

4.06.1 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. The date must be at least 30 days after the Director receives the 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

4.07. **REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

4.07.1 Upon expiration or termination of this Agreement, Contractor is permitted 10 days within which to remove contractor-owned material and equipment from the City's premises. This 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.

ARTICLE 5. MISCELLANEOUS

5.01 **INDEPENDENT CONTRACTOR**

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

5.02 **FORCE MAJEURE**

5.02.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application, or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

5.02.2 This relief is not applicable unless the affected Party does the following:

5.02.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

5.02.2.2 provides the other Party with prompt written notice of the cause and its anticipated effect.

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

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

5.02.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 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 UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

5.03 **SEVERABILITY**

5.03.1 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.

5.04 **ENTIRE AGREEMENT**

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

5.05 **WRITTEN AMENDMENT**

5.05.1 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 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.

5.06 **GOVERNING LAW AND VENUE**

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

5.07 **NOTICES**

5.07.1 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, 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 Article 1 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.

5.08 **CAPTIONS**

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

5.09 **NON-WAIVER**

5.09.1 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.

5.09.2 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.

5.10 **INSPECTIONS AND AUDITS**

5.10.1 City representatives may perform, or have performed: (i) audits of Contractor's books and records; and (ii) 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 three years after this Agreement terminates. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

5.11 **ENFORCEMENT**

5.11.1 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.

5.12 **AMBIGUITIES**

5.12.1 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.

5.13 **SURVIVAL**

5.13.1 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.

5.14 **PUBLICITY**

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

5.15 **PARTIES IN INTEREST**

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

5.16 **SUCCESSORS AND ASSIGNS**

5.16.1 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.

5.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

5.17.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the Director and CPO 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.

5.17.2 Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

5.18 **REMEDIES CUMULATIVE**

5.18.1 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 that exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

5.19 **CONTRACTOR DEBT**

5.19.1 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, HE OR 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 THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

5.20 **TITLE VI ASSURANCES**

5.20.1 Contractor shall comply with applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 CFR Part 21. These provisions are inclusive of any amendments which may be made to such regulations. Further, Contractor shall include the summary of the provisions of 49 CFR Part 21, as may be amended, in subcontracts it enters into

under this Agreement. This summary is set forth in Exhibit "G," attached and incorporated herein.

5.21 **AIRPORT SYMBOLS**

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

5.22 **AIRPORT SECURITY AND BADGING**

5.22.1 Contractor shall comply with all Houston Airport System (HAS), Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations, Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

5.22.2 Contractor shall be responsible for any requirements (and costs associated therewith) of the Federal Aviation Administration, Department of Homeland Security, and the Houston Airport System (as applicable) regarding employee background checks and badging.

EXHIBIT "A"

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
2. "Business Day" means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
3. "Chief Procurement Officer" ("CPO") means the Chief Procurement Officer of the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.
4. "City" is defined in the preamble of this Agreement and includes its successors and permitted assigns.
5. "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.
6. "Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.
7. "Director" means the Director of the City of Houston Airport System or such other person as he or she designates.
8. "Documents" mean notes, manuals, notebooks, plans, computations, computer databases and diskettes, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.
9. "Effective Date" means the date this Agreement is countersigned by the City Controller.
10. "Notice to Proceed" means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.
11. "Party" or "Parties" means one or all of the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"

SCOPE OF SERVICES

1.0 PURPOSE

1.1 The primary purpose of this contract shall be to provide the Aircraft Support Systems Operation and Maintenance Services in support of the HAS Mission and Vision Statements to establish the City of Houston as a 5-Star global service gateway. Activities conducted under this contract should be in support of this goal.

1.2 To achieve our overall purposes, the following core values have been adopted:

1.2.1 MISSION

1.2.1.1 We exist to connect the people, businesses, cultures and economies of the world to Houston.

1.2.2 VISION

1.2.2.1 Establish Houston as a five-star global air service gateway where the magic of flight is celebrated.

1.2.3 STRATEGIC PRIORITIES

- 1.2.3.1 Make our passenger happy;
- 1.2.3.2 Achieve "opening day fresh" condition of our airports;
- 1.2.3.3 Build the platforms for future success;
- 1.2.3.4 Invest in our partnerships and our employees;

1.2.4 CORE VALUES (R.I.S.E.)

- 1.2.4.1 Relationships: We work together with integrity and treat every individual with courtesy and respect.
- 1.2.4.2 Innovation: We have the courage and willingness to consider new and unconventional ways of thinking.
- 1.2.4.3 Service: We WOW our passengers through a "can do" attitude and respond quickly to meet and exceed their expectations.
- 1.2.4.4 Excellence: We strive for quality and skillful execution without compromise.

1.3 FACILITIES INCLUDED

1.3.1 George Bush Intercontinental Airport/Houston (IAH), to include all aprons on the airport property. Refer to Appendix "I" and "II" for equipment lists and Appendix "I" for aerial maps showing the respective gate locations.

1.3.2 In the event of an Emergency/Operational Needs, HAS reserves the right to temporarily reassign Ground Support Equipment to HOU and EFD at no additional cost to the City.

1.4 WORK INCLUDED

- 1.4.1 Basic Services
 - 1.4.2 Operations & Maintenance (O & M Services)
 - 1.4.2.1 Best Management Practices
 - 1.4.2.2 Industry Standard
 - 1.4.2.3 Reactive
 - 1.4.3 Other Work Services
 - 1.4.4 Service Life Renewal
- 1.5 At a minimum, the Contractor shall provide the following services, but are not limited to:
- 1.5.1 The Contractor shall provide complete maintenance of existing aircraft support systems as described in Appendix "I", *Aircraft Support System Description*, and shall also provide maintenance of additional aircraft support systems as they are released to the contractor following construction. The Contractor shall provide support equipment as defined in Appendix "II" *Support Equipment Requirements*. The Contractor shall utilize the city of Houston's *Enterprise Asset Management Systems* (EAMS), as described in Appendix "III." The Agreement pricing shall be a monthly fee for each functional element as written in the executed agreement.
 - 1.5.2 Must possess adequate communication and English language skills to accurately provide information to the public and to respond to routine and emergency communications by telephone or radio. The Contractor shall be responsible for the conduct of all the Contractor's personnel at all times.
 - 1.5.3 Contractor's personnel shall be properly uniformed, displaying their company logo, wearing non-slip shoes, clean and neat in appearance while on duty, and shall deal with members of the public in a prompt, polite and business-like manner.
 - 1.5.4 The Contractor shall remove from the Airport work site any Contractor's employee on or invited by it, onto the Airport, when the Director notifies the Contractor in writing that such person:
 - 1.5.4.1 It is, in the sole opinion of the Director, incompetent, unfit or disorderly; or
 - 1.5.4.2 has used profane or abusive language or behavior towards any person at the Airport. Such person shall not be reassigned to Airport work by the Contractor, except with the express written consent of the Director.
 - 1.5.5 The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contractor's documents.

TECHNICAL SPECIFICATIONS REQUIREMENTS

1.0 BASIC SERVICES

1.1 AIRCRAFT SUPPORT SYSTEMS - BEST MANAGEMENT PRACTICES, INDUSTRY STANDARD, AND REACTIVE SERVICES

- 1.1.1 Basic Services shall include, but are not limited to, all management, supervision, labor, parts, materials and consumables, equipment, diagnostics, lubricants, tools, instruments, reports, transportation, insurance, sub-contracts, bonds, incidentals, and all such other related services and such other associated electrical, mechanical, pneumatic, hydraulic services for equipment and appurtenances, as required, to maintain safety, maximum operational efficiency, and to ensure units are maintained in acceptable condition throughout the Term of the Agreement.
- 1.1.2 The Contractor shall provide complete Preventative Maintenance (PM), Predictive Maintenance (PdM) and Corrective Maintenance (CM) in accordance with the approved Original Equipment Manufacturer (OEM) maintenance procedures, codes, and acceptable maintenance practices in order to maintain aircraft support systems in acceptable condition. Maintenance shall include regular inspections, tests, scheduled routine services, detection and correction of potential failures, replacement of parts that fail due to improper maintenance or lack of maintenance, parts cleaning, lubricating, and adjusting of systems as required to accomplish the Work.
- 1.1.3 Basic Services include replacement of failed or defective equipment and components with the exception of failures resulting from Force Majeure and those items covered by Other Work/Services.
- 1.1.4 Equipment and components damaged by Third Party, resulting in a replacement cost at or below the threshold of \$6,500, will be covered under Basic Services at no additional cost to the City.
- 1.1.5 Basic Services includes a Warranty Administration Program for parts and equipment. If the Contractor provides repair parts on equipment under warranty, the Contractor will receive the benefit of the warranty when repair is subject to reimbursement from third party providing the warranty coverage.
- 1.1.6 Contractor shall maintain warranty records and provide reports in a format acceptable to the Director utilizing HAS EAMS.
- 1.1.7 The Contractor's response time to any urgent or emergency defect or malfunction that impacts the general public, renders the system incapable of performing at its acceptable normal operating level, or to circumstances that affect passenger safety shall be 5 minutes or less.
- 1.1.8 The Contractor's response time to other than urgent or emergency defect or malfunction that impacts the general public shall be 15 minutes or less.
- 1.1.9 The Contractor shall provide CM and PM immediately after its Phase-In, on the date specified in the Notice to Proceed. Proposed procedures must be submitted to HAS for approval within 30 days after the Agreement Start Date. Within 30 days of receipt of the Notice to Proceed, the Contractor shall:
 - 1.1.9.1 Conduct a Base Line Audit of the aircraft support systems to determine that the aircraft support systems (excluding expendables) are up to industry standard and within OEM's tolerances. Any deficiencies which detract from equipment

reliability must be summarized in a report to the Director and documented by individual deficiency corrective maintenance work order in the HAS EAMS.

- 1.1.9.2 Analyze existing PM program and review OEM requirements.
- 1.1.9.3 Develop and submit routine PM schedules in accordance with OEM recommendations, pertinent installation documentation, existing Operation and Maintenance Manuals, OSHA requirements.
- 1.1.9.4 At a minimum, PM schedules must be in accordance with OEM instructions contained in applicable manufacturers' manuals for individual items of equipment, including the latest OEM technical/user manuals, service bulletins, service advisories, product/service information updates, and all other such OEM published information pertaining to the maintenance and operation of aircraft support systems and equipment.
- 1.1.9.5 The Contractor shall deliver written weekly schedules of planned PMs to HAS one week in advance of schedule.

1.2 AIRCRAFT SUPPORT SYSTEMS

- 1.2.1 Gates maintained under the Agreement shall include, but are not limited to passenger boarding bridges, extension tunnels, ground power systems, preconditioned air systems, guide-in equipment, potable water equipment, portable turbo-way ramp, roof-top air-conditioning units, and other ancillary equipment.
- 1.2.2 Gates are inclusive of the building glycol system and related piping, central GPU system and related cabling, all related parts, systems, and accessories.
 - 1.2.2.1 Maintenance items on Gates include, but are not limited to, mechanical, electrical, and electronic systems, engines, motors, pumps, compressors, fans, belts, cables, controls, computers, instrumentation, alarms, indicator lights, tires, wheels, frames, chassis, suspension, steering devices, drive mechanisms, bearings, seals, rollers, internal structural members, roof panels, doors, and flooring up to the point where the device is attached to a Terminal structure or to an Aircraft.
 - 1.2.2.2 Electrical systems include power circuit breakers, power and instrument transformers, surge protection devices, relays, and secondary breakers serving motor controls up to but excluding main disconnects in primary switchboards serving motor controls and starters.
- 1.2.3 The Contractor shall ensure its delivery of potable water at each gate and support equipment meets federal standards set forth in the Safe Drinking Water Act (SDWA) of 1974, and the Texas Commission on Environmental Quality (TECQ) Title 30, Part 1, Chapter 290, Subchapter D, including but not limited to Rule 290.44 (Water Distribution) and rule 290.46 (Minimum Acceptable Operating Practices for Public Drinking Water Systems) as amended from time to time. Contractor shall perform a Potable Water System analysis test at each gate during 30-day Phase-in period, every six months thereafter, and additional testing at request of Director at no cost to HAS. Contractor shall

provide copies of the results to HAS.

- 1.2.4 The Contractor shall perform an annual backflow preventer test on all potable water cabinets within the Agreement.
- 1.2.5 The Contractor shall perform a Load Bank Test on 400 Hz. and 28 Volt Power Systems at each gate during 30-day Phase-in period and every 6 months thereafter. Contractor shall submit a report of the results to HAS.
 - 1.2.5.1 The Contractor shall ensure each 400 Hz and 28 Volt power systems produces stable and clean power within OEM specified tolerances for Voltages and Amperages at each test load.
 - 1.2.5.2 Minimum test loads must include 24KW, 48KW, 72KW, 96KW, and 112KW for 400 Hz systems and 300 amperes for the 28 Volt systems. Tests must yield data on Voltage, Amperages, and Hz for each test load.
- 1.2.6 Load Bank test equipment shall be dedicated to HAS 24/7. IAH shall have (1) dedicated 400 HZ and (1) dedicated 28 Volt load bank testers.
- 1.2.7 PBB Cleaning
 - 1.2.7.1 The Contractor shall thoroughly wash the exterior of all passenger loading bridge per OEM standards. Power washing may be requested by Director at no additional cost to the City.
 - 1.2.7.2 Contractor shall clean all interior passenger loading bridge areas according to a schedule approved by the Director.
 - 1.2.7.3 Daily-Walk bridges and pick-up trash, clear console of debris, vacuum if required, ensure presentable to traveling public/Air carriers. Weekly-vacuum wipe/clean walls and console, mop rubber mat floor, clean window glass and doors, clean walls and handrails, clean interior & exterior lightening fixtures; AC vents and exhaust vents.
 - 1.2.7.4 Contractor shall clean trash out of the PCA hose baskets weekly (excluding Reactive Services LOS).
- 1.2.8 The Contractor shall also maintain portable ramp(s) and provide a complete PM and inspection.

1.3 AIRCRAFT SUPPORT SERVICES

- 1.3.1 The Contractor shall furnish, maintain and operate aircraft support services equipment as described in Appendix "II" on a monthly rate shown on Exhibit B Fee Schedule.
- 1.3.2 Specified support equipment shall be dedicated 24/7.
- 1.3.3 Support Equipment PM & EAMS.
 - 1.3.3.1 The Contractor shall perform preventive maintenance on all aircraft support

services equipment in accordance with OEM PM Schedules and provide maintenance records to the Director on approved media.

- 1.3.3.2 The Contractor shall utilize the Houston Airport's Enterprise Asset Management System (EAMS) as described in Appendix "III" to develop the PM Programs, track maintenance records, and generate reports.

1.4 OPERATION AND MAINTENANCE MANUALS

- 1.4.1 HAS will provide the Contractor with its available manuals. The Contractor shall update technical literature throughout the Term of the Agreement to reflect manufacturer's updates and changes or additions to the systems. The Contractor shall be responsible for all technical literature, etc. required to perform the work.

1.5 PERSONNEL REQUIREMENTS

- 1.5.1 Staffing shall provide the appropriate number of supervised, trained and skilled personnel required to operate and maintain the Aircraft Support Systems as outlined in the scope of work subject to approval by the Director.
- 1.5.2 All personnel assigned by the Contractor to perform in accordance with the terms of the Agreement will not be assigned to any other projects, Other Work Services (OSR), or contracts managed by the Contractor, unless approved in writing by HAS.
- 1.5.3 Staffing shall include Contractor's staff, management, administrative, and technical services and functions necessary for effective and timely accomplishment of the required services.
- 1.5.4 The following job descriptions are intended to address minimum key personnel qualifications and are not intended to establish the level of staffing needed to operate and maintain the Aircraft Support System Maintenance and Aircraft Support Operation.
- 1.5.5 Contractor shall be responsible for providing additional staffing during irregular operations and inclement weather at no additional cost to the City.

1.6 PROJECT MANAGER

- 1.6.1 Contractor shall designate in writing to the Director a Project Manager (PM) for this Agreement. Such Project Manager must be approved in writing by the Director before commencing performance herein.
- 1.6.2 Contractor shall provide a dedicated and qualified PM who shall serve as the main point of contact with HAS and shall be fully authorized by the Contractor to act for the Contractor in all matters.
- 1.6.3 The PM will be exclusively assigned to this Agreement and shall not be reassigned without prior written approval of the Director. Such approval will not be unreasonably withheld if the replacement PM has equal experience, and skilled in a like position with a contract of similar size and scope as described herein.

- 1.6.4 The PM shall be available and on-call 24 hours daily.
- 1.6.5 The PM will be physically assigned to IAH. The Project Manager will be on-site between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
- 1.6.6 If the PM is to be temporarily off-site, the Director must be notified in writing and an acting PM identified and approved by the Director. The acting PM must be able to act for the Contractor in all matters.
- 1.6.7 The PM shall have a minimum of 10 years verifiable aircraft support experience in the maintenance and operation of related systems at the supervisory level.
- 1.6.8 The PM must manage the daily operation, direct all employees in the maintenance of the aircraft support systems, ensures appropriate staffing levels and is the direct contact for customer service issues.
- 1.6.9 The PM shall not be a working technician/mechanic.
- 1.6.10 The PM shall attend regularly scheduled and ad-hoc meetings to discuss maintenance and operation of aircraft support systems/equipment. The PM shall attend meetings with the Director within 30 minutes notice if required. PM shall prepare a typed meeting agenda covering the topics to be discussed and prepare minutes of the meeting in a form satisfactory to the Director. PM shall issue copies of the minutes to all attendees within two (2) business days following each meeting. HAS will approve the minutes prior to distribution by the Contractor.

1.7 ADMINISTRATIVE TASKS

1.7.1 As part of O&M Services, Contractor shall perform certain administrative tasks which include implementation, operation, and maintenance of data systems, radio communications, security and badging requirements, preparation of work orders, generating reports, attending meetings, administering a quality control program, and performing certain housekeeping duties.

1.7.2 Other Personnel Requirements:

Administrative Clerks	Assoc. Degree, or equal 6-months related experience.	Routine office duties, maintain HAS EAMS, O & M monthly meeting minutes, required reports, inventory reports, etc.
Lead Field Service Technicians	Associate Degree, or equal 1-year lead/ supervisory experience.	Supervisor in charge of shift maintains staffing levels. Evaluates job performance, maintains records, directs/ redirects daily activities.
Supervisor – Aircraft Support	Associate Degree, or equal 1-year lead/ supervisory experience.	Supervisor in charge of shift maintains staffing levels. Evaluates job performance, maintains records, directs/

		redirects daily activities.
Field Service Technicians	High School Diploma, or GED Driver's License. Minimum 2 years documented training and /or job experience in welding, machinery, electrical, pneumatics and or motor control troubleshooting pertaining to aircraft support. Must maintain any and all applicable certifications and licenses for the area assigned.	Repair and maintenance of aircraft support equipment.
Support Equipment Agents	High School Diploma or GED, 1-3 months related experience Commercial Driver's License DOT Medical Certificate.	Operate and maintain vehicles. Assist Passengers, specialized training in operating passenger bus(es) and mobile stairs.
Ground Service Equipment (GSE) Mechanic	High School Diploma or GED.	Repair and Maintain GSE equipment.
Plant Mechanic/ HVAC Refrigeration	High School Diploma, or GED and Minimum 5 years documented training and /or job experience in the areas of HVAC repair with direct knowledge and experience of glycol chillers and its control systems, with a universal EPA certification. Must maintain any and all applicable certifications and licenses for the area assigned.	Performs preventative and corrective maintenance of glycol chiller plant and all Passenger Boarding Bridge HVAC systems.

1.7.3 Should HAS determine that Contractor is not meeting its responsibilities under the Agreement due to the number or qualifications of on-site personnel, HAS may request that the Contractor increase the number of on-site personnel in order to meet all obligations specified hereunder, at no additional cost to the City. Upon written notification from HAS, Contractor shall be given two calendar days to assess problems and one additional day to formulate a resolution of the problem. Subsequently, if HAS determines that Contractor's responsibilities under the Agreement can only be met with additional on-site staff, Contractor shall provide such staff at no additional cost to the City. Contractor's personnel shall work additional hours as required to meet Contractor's obligations under the Agreement at Contractor's expense.

1.8 EMPLOYEE DRIVER LICENSES AND RECORDS

1.8.1 Contractor employees operating company provided vehicles or equipment are required to maintain an excellent driving record. Must obtain and maintain a Texas Class "C" driver's license and Airport Identification Badge at all times during their employment at the Airport. Drivers having a driving record unacceptable to the City's Insurance Underwriter will be assigned by the Contractor to a non-driving job if available.

1.9 TRAINING

1.9.1 Contractor shall implement training program with the following guidelines:

- 1.9.1.1 Contractor shall provide a description of Contractor's employee training program and list the training and skills development considered to be most important for employees assigned to this project.
- 1.9.1.2 Training of personnel shall be at the Contractor's sole expense and shall include the maintenance and repair procedures for systems and equipment, record keeping procedures, procurement procedures, and operation and maintenance of the EAMS. Training verification is to be provided in a monthly report.
- 1.9.1.3 The Contractor shall develop procedures and checklists to ensure all personnel, including newly hired workers, are familiar with the work location.
- 1.9.1.4 The Contractor shall provide initial orientation to all new hire employees, regardless of job classification. The Contractor shall provide annual HAZCOM training and annual Dangerous Goods Awareness training for all employees.

1.10 INCLUSION/EXCLUSION

- 1.10.1 From time to time throughout the Term of the Agreement, Director may, by written notice to the Contractor, increase or decrease the existing aircraft support systems, and support services equipment covered by the Agreement. Any such written notice shall take effect on the date stated in the notice from Director.
- 1.10.2 Upon beneficial use and/or issuance of a certificate of substantial completion and the equipment is placed into revenue service, the Contractor shall take full responsibility for equipment maintenance and manage any warranties in effect. The Contractor shall inspect the new and renovated facilities and submit any deficiencies to HAS.

1.11 QUALITY

- 1.11.1 Contractor shall implement quality programs that encompass the following:
 - 1.11.1.1 Managing and resolving complaints, including those of HAS.
 - 1.11.1.2 Rectifying or minimizing recurrences of quality problems.
 - 1.11.1.3 Continuous improvement process.
 - 1.11.1.4 Maintaining consistent quality of service across all locations.
 - 1.11.1.5 Tracking and reporting mechanisms to document consistent service and quality.

1.12 SPECIAL AGREEMENT PROVISIONS

- 1.12.1 The following provisions shall be included in the Agreement.
 - 1.12.1.1 The contractor shall provide an annual report which identifies system modifications, enhancements, redesigns, and/or replacements of any Aircraft Services components that may be desirable due to technological

advancements.

- 1.12.1.2 At a minimum this report shall contain a description of component to be replaced.
- 1.12.1.3 Reason for replacement.
- 1.12.1.4 Description of new components.
- 1.12.1.5 Advantages for replacement.
- 1.12.1.6 Cost to replace the component.
- 1.12.1.7 Time required to complete replacement.

1.13 COORDINATE PERFORMANCE

1.13.1 HAS Contact

The Contractor shall coordinate its performance with such person(s) as the Director or the Director's designee(s) in writing. The Director's shall keep said person(s) currently advised of developments relating to the performance of the scope of work within the Agreement, and the Contractor shall at all appropriate times advise and consult with the Director or designee(s) as determined by the Director.

1.13.2 Pre-Performance Conference

Prior to commencing performance under this Agreement, the Contractor shall attend a pre-performance conference with the Director and other representatives of HAS. The Director shall specify the time and place of such meeting in a written notice to the Contractor. Representatives of the Contractor attending the pre-performance conference include, but are not limited to, the Project Manager whom the Contractor has assigned to this project, together with an officer of the Contractor who is authorized to bind Contractor in matters relating to the pre-performance conference items listed below. In the above-mentioned notice, the Director may, in his sole discretion, further designate other representatives of the Contractor who shall attend the pre-performance conference and such designated representatives shall attend same. Items to be addressed at the pre-performance conference include, but are not limited to, the following:

- 1.13.2.1 Phase-in and Start-up schedules.
- 1.13.2.2 Agreement administration.
- 1.13.2.3 Facilities utilization.
- 1.13.2.4 Channels of communication.
- 1.13.2.5 Review of key personnel resumes and certifications.
- 1.13.2.6 Organization and function charts reflecting the line of management authority.

1.13.2.7 Procedures to be used to ensure Agreement requirements are met (Quality Control Program).

1.13.2.8 Transition Planning including the existing EAMS and Spare Parts Management.

1.14 COORDINATION MEETINGS

1.14.1 Throughout the Agreement Term and any extensions hereto, the Contractor shall meet with the Director to identify and resolve performance issues. Meetings will be scheduled on a monthly basis or as determined by the Director. Notice of any such meeting may be given by the Director to the Contractor either orally or in writing and will designate the time, date, location, the Contractor attendees, and general purpose. The Contractor's designated attendees shall be present at any such performance meeting for its duration and shall prepare a typed agenda covering the topics to be discussed; keep minutes of the meetings in a form satisfactory to the Director; and issue copies of the minutes to all attendees within two business days of each meeting.

1.15 CONTRACTOR'S (SUCCESSOR) PHASE-IN

1.15.1 Contractor shall implement their approach and methodology for the Phase-In transition.

1.15.2 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to the City, the Contractor shall provide Phase-in services for up to thirty (30) days prior to Agreement expiration.

1.15.3 Contractor's Phase-In period begins upon receipt of a "Start Phase-in Notice" from the Director and continues until receipt of "official Notice to Proceed" (Start Date of the Agreement). *The "Start Phase-In Notice" is different than the official Notice to Proceed.* Contractor will have no responsibilities for operating or maintaining the equipment during the Phase-in period.

1.15.4 During the phase-in period, the successor Contractor shall have access to the facilities and areas covered by the Agreement, access to personnel, and allowed to observe all operations.

1.15.5 The incumbent Contractor will perform the duties and services listed in its Agreement during the successor Contractor's Phase-In period and will be available during the phase-in period to answer questions and resolve issues or any misunderstandings.

1.15.6 During phase-in period the successor Contractor shall provide all required deliverables listed below including but not limited to:

1.15.7 Review and verify Equipment Lists (Appendix I and II) within the first thirty (30) Phase-In days.

1.15.8 Review and verify Replacement Parts (Appendix VI) within the first thirty (30) Phase-In days.

1.15.9 Arrange to have necessary supervisory, technical, and other personnel on site to observe the operation and maintenance of the aircraft support systems.

- 1.15.10 Recruit and transfer personnel, train personnel, arrange for security badges.
- 1.15.11 Establish management procedures, set up records, ensure adequate parts, tools and equipment in place for systems maintenance.
- 1.15.12 Develop a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval.
- 1.15.13 Develop Preventive, Predictive and Reliability Centered Maintenance plans and submit them in an approved HAS format to the Director for approval.
- 1.15.14 Develop and submit a full cleaning schedule/programs for all equipment covered under this agreement, to include support service equipment, for Director's review and approval.
- 1.15.15 Coordinate activities with Director.
- 1.15.16 Final transition and training plan addressing the Contractor staffing strategies in determining the necessary staffing and supervision required for compliance with the specified services.
- 1.15.17 Emergency phone numbers and verification of cell phones.
- 1.15.18 Certification of all Contractor Personnel requirements and training.
- 1.15.19 Reporting and approach plans.
- 1.15.20 Inventory of supplies, materials, tools, equipment, etc., necessary to start.
- 1.15.21 Standard Operating Procedures (SOP).
- 1.15.22 Permits, licenses and certifications.
- 1.15.23 Security approval and access.
- 1.15.24 Subcontractor and Subcontractor Agreements in place.
- 1.15.25 Review historical maintenance records for systems and equipment covered by the agreement as maintained in the HAS EAMS.
- 1.15.26 The Phase-in period will end twenty-four (24) hours prior to the effective start date shown in the official Notice to Proceed, at which time the Contractor shall assume full responsibility for the operation and maintenance of the aircraft support systems and equipment. The Contractor shall be prepared to perform fully all Work services upon receipt of Notice to Proceed Letter from the Director.
- 1.15.27 Within 30 days of the start date, the Contractor shall certify to the Director in writing that 100% of the Contractor's employees (fully trained and experienced) necessary for the effective and timely accomplishment of the Contractor's obligations under this specification are in place, and all Sub-contractors, if any, necessary for the effective and timely performance of the Contractor's obligations under this specification have been

engaged by the Contractor and have commenced work under their respective Subcontracts.

- 1.15.28 The Contractor shall submit an Emergency Preparedness Operation Plan and Inclement Weather Plan that addresses the means to prevent and limit damage and ensure continued operation of the Airport during emergency situations and inclement weather such as described by Force Majeure. The Contractor's plan shall be compatible with existing HAS Emergency Operations Plans and Inclement Weather Plan.
- 1.15.29 The Emergency Response Plan and Inclement Weather Plan shall be presented to the HAS Airport Representative for approval within sixty (60) days of Agreement award. The Contractor shall review and update the Emergency Response Plan and Inclement Weather Plan as required by the HAS Representative.
- 1.15.30 Any damages or failures due to Contractor's noncompliance with the Emergency Response Plan or Inclement Weather Plan will be at Contractor's expense.
- 1.15.31 Within 30 days following the completion of the phase-in period, complete an audit of the operating and maintenance conditions of all equipment covered by this agreement. Report deficiencies that effect the safe, efficient and reliable operation of the equipment to the Director in writing and document each individual deficiency by way of a work order in the HAS EAMS.

1.16 CONTRACTOR'S (INCUMBENT) PHASE-OUT

- 1.16.1 The cost for third party audits will be at the Contractor's expense. An Independent and qualified third-party agency must be selected by the Contractor and approved by HAS. All reports must be sent directly to the Contractor with copies to HAS.
- 1.16.2 Any deficiencies discovered by third party audits which are the responsibility of Contractor, must be rectified by the Contractor at no cost to the City. Correction/Work shall commence within thirty (30) working days of receipt of the notice of any such deficiency. Contractor shall provide the Director with a written explanation for such deficiency in performance and a plan to prevent future such deficiencies within fifteen (15) days of receipt of such notice.
 - 1.16.2.1 Failure of Contractor to correct deficiencies covered under the terms of the Agreement may be used by the Director as grounds for application of liquidated damages or termination of the Agreement within the meaning of the general provisions entitled "Default.". Refer to Term and Termination. within the executed Agreement after award.
- 1.16.3 At 180 days prior to Agreement expiration, the Contractor shall provide a third-party performance audit at Contractor's expense. Contractor shall rectify any deficiencies in performance discovered by such audit for which Contractor is responsible under this Agreement to the Director's satisfaction at no cost to the City. Further, the Contractor shall provide the Director with a written explanation for such deficiency in performance and a plan to prevent future deficiencies with fifteen (15) days of receipt of such notice.
- 1.16.4 At 365 days prior to Agreement expiration, the Contractor shall submit a comprehensive close-out plan which will include a complete list of current activities and status, projected activities scheduled and impacts, staffing requirements, summary of the last 12 months of

Monthly Reports, and list all aircraft support systems. The listing of equipment must include identification number, description, location, model/serial number, area served, condition, and age of the equipment to the Director.

- 1.16.5 At 90 days prior to Agreement expiration, the Contractor shall certify in writing to the Director that all deficiencies have been corrected.
- 1.16.6 Equipment Condition at Expiration - Prior to expiration of the Agreement, the Contractor shall repair any equipment not in acceptable maintenance condition and perform scheduled PM work on all equipment up to the then current date in accordance with approved PM schedules.
- 1.16.7 Prior to expiration of the Agreement, the Contractor shall repair any equipment not in acceptable maintenance condition and perform scheduled PM work on all equipment up to the then current date in accordance with approved PM schedules.
- 1.16.8 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to the City, the Contractor shall provide Phase-out services for up to thirty (30) calendar days following the successor's receipt of "Start Phase-in Notice" from the Director and continue until successor's receipt of "official Notice to Proceed". Phase-out orientation comprises a maximum of 30 working days, 8 hours per day for successor's personnel. Orientation includes, but is not limited to, system operations and maintenance procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services under this Agreement during its Phase-out period. Incumbent Contractor shall cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the executed Agreement.
- 1.16.9 Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters. The Contractor shall provide all required deliverables including, but not limited to:
 - 1.16.9.1 List of qualified employees working at the Airport.
 - 1.16.9.2 Reporting requirements.
 - 1.16.9.3 Inventory of supplies, materials, tools and equipment.
 - 1.16.9.4 Current Standard Operating Procedures.
 - 1.16.9.5 Permits, licenses, and certifications.
 - 1.16.9.6 Detailed transitions plan.
 - 1.16.9.7 Deficiency status list and summary of all open maintenance work orders for all equipment covered by the agreement as documented in the HAS EAMS.

- 1.16.10 Contractor must have a Third-Party Audit of equipment specified by the Director performed during Contractor phase out. In addition, HAS may at its discretion, request a third-party audit, no more than once a year. A third-party audit company must be approved by the Director.
- 1.16.11 Third Party Audits must verify Operation and Maintenance of all Aircraft Support Systems to include, but not limited to:
 - 1.16.11.1 Operation & maintenances of all assets.
 - 1.16.11.2 Preventive Maintenance.
 - 1.16.11.3 Condition of equipment
 - 1.16.11.4 Water Testing and Backflow Preventer Inspection Programs.
 - 1.16.11.5 Proficiency/accuracy of work performed by Contractor's employees.
 - 1.16.11.6 Housekeeping.
- 1.16.12 Prior to the expiration of the Agreement, after selection of a successor contractor, the incumbent Contractor and the successor Contractor shall jointly prepare a mutually agreeable detailed plan for approval by the Director for the phase-out of the incumbent Contractor and the phase-in of the successor Contractor.

1.17 FACILITIES AND SERVICES PROVIDED BY HAS

- 1.17.1 Utilities-HAS will provide all electricity and natural gas required for the operation of all assets. The existing service and distribution facilities for electricity and natural gas are in place and connected to the equipment.
- 1.17.2 HAS will also provide water necessary for use in the Aircraft Support Systems and for Contractor's employees on site.
- 1.17.3 480V Electrical Distribution - HAS' responsibility for power distribution is limited to service to the main 480-volt disconnect switches; there is currently a switch in each Terminal.
- 1.17.4 Non-Hazardous Solid Waste Pickup - HAS will provide pick-up of non-hazardous solid waste from Airport dumpsters. Disposal of hazardous, unusual (or) heavy items is the sole responsibility and cost of Contractor. With Director's prior written permission, filters can be disposed of in HAS dumpsters.
- 1.17.5 Fire Safety Equipment - HAS will maintain existing fire extinguishers.
- 1.17.6 Office, Maintenance, and Storage Area - If space is available, HAS may provide an office, maintenance, and storage areas. Contractor shall provide, at its expense, any additional required facilities. Contractor shall be responsible at its cost for all housekeeping of such facilities including, but not limited to, sweeping, washing, cleaning, waxing, painting, dusting, etc., of all areas, fixtures, and equipment.
- 1.17.7 Access to Work Areas - Subject to HAS rules and regulations, Contractor may enter and leave work sites at all reasonable times. Contractor and its employees may use the common areas and roadways at the Airport where the work sites are located. This excludes

parking for Contractor's personnel. All Contractor personnel must be badged. Contractor shall repair any damage it or its employees cause as a result of its use of the common areas.

1.17.8 Mail Distribution - HAS will provide internal Department mail service.

1.18 HAS-FURNISHED EQUIPMENT

1.18.1 HAS will provide HAS owned equipment for Contractor's use as shown in Appendix "I". Existing HAS owned equipment made available for Contractor's use remains the property of HAS. Contractor shall maintain equipment provided by HAS in good working order.

1.18.2 Throughout the term of the Agreement, Contractor shall keep current the equipment listing provided in Appendix "I". At the start of the Agreement and at the completion or extension of the Agreement, a joint inventory of equipment must be conducted by Contractor and HAS. Contractor shall be liable for loss or damage to HAS furnished equipment beyond fair and reasonable wear and tear.

1.18.3 Compensation for loss or damage mentioned above will be affected either by reduced amounts owed to Contractor or by direct payment by Contractor, the method to be determined by the Director.

1.18.4 Equipment Maintenance

1.18.5 Contractor shall maintain HAS-furnished equipment listed in Appendix "I".

1.18.6 Minor Maintenance - Includes cleaning, adjusting, replacement of batteries, ordinary lubricants and other maintenance actions recommended by OEM.

1.18.7 Major Maintenance - Includes repair of inoperable equipment, replacement of components, parts, and normal wear items.

1.18.8 Replacement Parts - Must be equal or better in quality than the parts in the equipment when the equipment was turned over by HAS.

1.18.9 Warranty - Contractor shall administer all warranties associated with HAS-furnished equipment and shall document and submit all warranty claims of equipment suppliers and manufacturers.

1.18.10 Disposition of Equipment

1.18.11 When equipment is determined to be in such condition that it cannot be repaired economically, such equipment will be returned to HAS. Upon completion of the term of the Agreement, all remaining HAS equipment must be returned to HAS.

1.18.12 A final inventory and evaluation of HAS furnished equipment must be made prior to payment of final invoice.

1.19 REPLACEMENT PARTS

- 1.19.1 \$6,500.00 Threshold - Contractor shall provide all replacement parts as per SOW equipment and appurtenances identified in Exhibit A and Appendix "I" that cost \$6,500.00 or less. Such cost will not take into account Contractor's labor cost, rather, just the actual cost of the part which must be documented to the satisfaction of the Director. By way of example, if a compressor requires replacement, Contractor shall not be responsible for the cost, assuming cost of such compressor is over \$6,500.00 and the replacement is not due to Contractor's negligence. However, if only the fan motor of the compressor requires replacement and assuming the cost of the fan motor is \$6,500.00 or less, it shall be replaced at Contractor's sole cost. In other words, there would be no justification to replace the compressor if only the fan motor requires replacement. Any dispute regarding the \$6,500.00 threshold shall be resolved at the sole discretion of the Director whose decision shall be final.
- 1.19.2 The Contractor shall develop a spare parts inventory sufficient to maintain the highest levels of performance and Service. The Contractor furnished parts may include parts recommended by the OEM or selected on the basis of the Contractor's own past experience upon approval of the Director. If new OEM parts are available, replacement parts must be new OEM parts. Where new OEM parts are not available, the Contractor may provide rebuilt OEM parts or use new parts of another manufacturer. In either case, parts must be equal or better in quality and performance than OEM parts and must be free from all defects. The Contractor shall continually restock its inventory to levels that will ensure compliance with performance requirements of this Agreement.
- 1.19.3 The Contractor shall utilize HAS parts first as listed in Appendix "VI" - Replacement Parts. Parts taken out from HAS inventory shall be replaced at no additional cost to the City.
- 1.19.4 Disposal of Used Parts - As a part of Basic Services, the Contractor shall dispose of all worn/defective scrap parts and waste or hazardous materials resulting from the Work under this Agreement at no additional cost to the City. Handling, transport, and disposal of worn/defective scrap parts and waste or hazardous materials must be done in such a manner as to ensure the highest level of safety to the environment and to public health and in compliance with all applicable laws and governmental regulations. The Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport, and disposal of any hazardous materials, securing all licenses and permits required by law and ensuring that any disposal facilities to which any scrap, waste, or hazardous materials may be moved are in full compliance with federal, state, and local laws and regulations. Worn/defective parts, waste, and hazardous materials must not be stored on Airport premises. The Contractor shall notify the Director when these parts are to be removed from HAS property.
- 1.19.5 Records - As a part of Basic Services, the Contractor shall provide a monthly report of all HAS parts utilized including usage and inventory balances by part number, in addition to the monthly reports the Contractor shall provide a daily report of all equipment out of service. A copy of this report will be submitted to the Director.
- 1.19.6 Parts Storage - The spare parts inventory is the responsibility of the Contractor. HAS may provide limited areas to store equipment and supplies, but it is not a guarantee and is subject to change. Any additional storage space required must be provided by the Contractor off-site at its expense. Current limited storage space is:

1.20 STORAGE LOCATION (SUBJECT TO CHANGE BY HAS)

- 1.20.1.1 Terminal A South (Ramp Level)
Baggage Make-up Area DLM 109
Office/ Storage 2,040 sq. ft.
- 1.20.1.2 Terminal A South (Ramp Level)
Baggage Make-up Area AS1.101
Storage 487 sq. ft.

1.21 TOOLS, INSTRUMENTS, AND EQUIPMENT

- 1.21.1 As a part of Basic Services, the Contractor shall provide all supplies, materials, equipment, instruments, and tools required for the Work at Contractor's expense. Materials and equipment shall be of the type and quality used in large-scale airport operations and shall meet the requirements specified herein. The Contractor shall provide a list of the proposed equipment, including test/calibration/diagnostic equipment, tools and supplies, etc., as part of the Agreement.
- 1.21.2 All Contractor's tools and hand tools must have company name and identification numbers attached/engraved on them and must be removed by Contractor at the termination or expiration of the Agreement.
- 1.21.3 All Contractor furnished tools, equipment and instruments must be removed by the Contractor at the termination or expiration of the Agreement.

1.22 MAINTENANCE/CONTROL OF FACILITIES

- 1.22.1 Physical Security -The Contractor shall safeguard all HAS property in its work area. The Contractor shall secure the facilities and equipment at the close of each work period.
- 1.22.2 Re-lamping - The Contractor shall replace all burned out lamps, ballasts, starters, and bulbs in HAS-owned facilities assigned for Contractor's use.
- 1.22.3 Key Control - The Contractor shall ensure keys issued by HAS are not lost, misplaced, or used by unauthorized persons. Keys issued by HAS shall not be duplicated. The Contractor shall be charged for replacement of locks or re-keying. The Contractor shall report occurrences of lost keys immediately to HAS. Contractor shall not change out the locks.
- 1.22.4 Office Furniture and Equipment - The Contractor shall provide all office furniture and computer equipment.

1.23 RADIOS

- 1.23.1 The Director will provide Contractor at a minimum five (5) radios, handheld radios with batteries and chargers for Contractor's use under this Agreement. The radios will be programmed to transmit and receive on Harris County trunked frequencies. Upon expiration or termination of Agreement, Contractor shall return all radios provided by the City in the same condition as when given to Contractor, less ordinary wear and tear.

- 1.23.2 Contractor shall operate the radios within protocols established by the City and the FAA.
- 1.23.3 Contractor shall deduct from its first monthly invoice a one-time amount of \$10.00 per radio, for the initial programming of each radio.
- 1.23.4 Contractor shall deduct from each monthly invoice throughout the term of this Agreement an amount of \$10.00 for each radio. This is to cover the maintenance of each radio. Contractor shall return radios requiring maintenance to the City.
- 1.23.5 The Contractor shall pay for time and materials to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost or damaged beyond repair.
- 1.23.6 The radios remain the property of HAS.

1.24 SECURITY & BADGES

- 1.24.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp areas and aprons, unless authorized by the Director and escorted by authorized City Personnel. The Contractor shall not move any Contractor owned vehicles on and off aprons or within the AOA without prior authorization.
- 1.24.2 Airport Security: The Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, the Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- 1.24.3 Badging: Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time. Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.
- 1.24.4 All on site personnel of the Contractor, including subcontractors, who perform services under the Agreement, shall be required to undergo a fingerprint based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- 1.24.5 The 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 HAS property. The cost of the badges, which is subject to change, is currently \$55.00 each. Costs for the fingerprint-based criminal history checks are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. Contractor's personnel shall be charged for replacement badges at the current rate.
- 1.24.6 The Contractor acknowledges that fines or penalties associated with non-compliance with

security regulations must be reimbursed to HAS.

- 1.24.7 Airport Security Area Bond: The Contractor shall obtain an Airport Customs Security Bond in order to have access to the Federal Inspection Station (FIS) at George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 by the number of employees needed to provide the service.

(Example: 10 employees = Bond Amount of \$10,000.00)

1.25 SAFETY

- 1.25.1 The Contractor shall not require any person to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA) and HAS Safety Standards.
- 1.25.2 The Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable, including but not limited to the following:
- 1.25.3 The Contractor's personnel shall wear applicable personal protection equipment at all times.
- 1.25.4 The Contractor's personnel operating equipment or handling materials shall be fully trained in the safe operation of the equipment or materials.
- 1.25.5 The Contractor's personnel shall follow and apply safety practices prevailing in their applicable industry.
- 1.25.6 The Contractor shall develop, implement and maintain an on-going safety program concerned with equipment, maintenance work, and related procedures. Contractor should present a written Safety Program (including Sub-contractors' services) to Director for approval no later than 60 days after Notice to Proceed. This shall include Security Identification Display Area (SIDA) training for IAH. Contractor shall post safety warnings on equipment as necessary to ensure safe operations. Contractor shall not operate, install, or test any equipment in an unsafe condition. Contractor shall properly operate and maintain all safety equipment associated with its services.
- 1.25.7 When the Contractor becomes aware of a hazardous or potentially hazardous condition during the course of performing services, the Contractor shall verbally notify Director. Contractor shall immediately make such notification upon detection of the condition. The Contractor shall detail conditions along with non-hazardous conditions and recommendations in its quarterly report.

1.26 SAFETY DATA SHEETS (SDS)

- 1.26.1 The Contractor shall furnish to each HAS Designee all SDS, (OSHA Form 174), for each product used in the facility. A Safety Data Sheet shall accompany each product shipment to the facilities. SDS should be stored and displayed per OSHA Standards.

1.27 CONTROL OF PREMISES

1.27.1 Access to Aircraft Support Equipment Systems.

1.27.2 Contractor equipment brought into the facilities must not exceed the engineered floor load capacities of the facilities. Operations and maintenance areas must be limited to Contractor's personnel and HAS employees. Access to the premises must be strictly controlled and Contractor shall keep a record of all keys distributed to its personnel. Officers, employees or agents of Contractor shall never enter restricted or operational areas of the Airport without the express permission of the Director or any other governmental bodies having jurisdiction, and Contractor hereby assumes full liability arising from any such unauthorized incursions.

1.27.3 All equipment PM sheets, schedules, and other records must be available in EAMS at for inspection by HAS personnel. All documents generated or obtained by Contractor that pertain to the operation and maintenance of all assets and equipment shall become HAS property upon Agreement expiration or termination. All such documents shall be transferred to the Director within ten (10) days of expiration or termination. All records must also be available in EAMS.

1.28 TRANSPORTATION AND PARKING

1.28.1 Contractor shall park its vehicles in areas designated by Director at its own cost. All information related to transportation activities of Contractor or its sub-contractors necessary to perform under the Agreement shall be provided by Contractor.

1.28.2 All of Contractor's and sub-contractor's vehicles shall be clearly marked with identification indicating Contractor's or sub-contractor's name. Such identification shall be placed on both sides of each vehicle and may be removable, e.g. magnetic.

1.29 INVOICING

1.29.1 Monthly payments for contractor shall include:

1.29.2 Operation, Planned Maintenance and Corrective Maintenance for all equipment (Refer to Appendixes "I" Aircraft Support Systems and "II" Support Equipment Requirements). Refer to Exhibit B Fee Schedule.

1.29.3 The monthly lump sum payments shall include all overtime, after-hours labor, additional staffing, and emergency labor required to meet the Airport Aircraft Support performance standards and Duties of Contractor detailed in the Agreement.

1.29.4 Pay for Performance Programs and Liquidated Damages deductions will be limited to 2% of the total Basic Services cost per Agreement year.

1.29.5 The Contractor shall submit its invoices for work completed on a form(s) approved in advance by the Director; invoices shall be accompanied by support documents requested by the Director.

1.29.6 A copy of the Director's written request for Change Order and Other Work/Service shall be submitted with the invoices.

- 1.29.7 Each invoice submitted and shall include required appendix. The invoice shall be identified by the Agreement name and Agreement number. All invoices are to be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division/Accounts Payable
P.O. Box 60106
Houston, Texas 77205-0106

- 1.29.8 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, Timecards etc. Each invoice should be in a "PDF" or "TIFF" format. Multiple invoices can be submitted in a single email.

- 1.29.9 Requirements are as follows:

Submit invoices in "PDF" or "TIFF" format and send to has.accountspayable@houstontx.gov

1.30 RECORDS AND REPORTS

- 1.30.1 As part of Basic Services, The Contractor shall develop and maintain daily logs, weekly, monthly, and annual reports for maintenance of the aircraft support systems and aircraft support operations area. The logs shall provide a record of all pertinent operating data and maintenance performed as documented in the HAS EAMS. The Contractor's record keeping system is subject to approval by the Director, and all records required may be inspected by the Director at any time during normal business hours. The Contractor shall provide all maintenance records and history on one hard copy and flash drive and/or approved electronic media to the Director. Throughout the term of the Agreement and upon expiration or termination of the Agreement, all manual and automated records (including software data) produced and maintained on file become the property of HAS; Contractor shall submit all maintenance records to the Director, on approved electronic media; the Contractor may retain all original employee and accounting files, but shall furnish a copy of the accounting files to the Director upon request. It is expressly noted that all data contained and/or populated in the HAS EAMS by the Contractor, EAMS software, and any hardware or hand-held devices that may have been provided to the Contractor, remains the specific property of the Houston Airport System. The Contractor at no time owns any data, software or EAMS-related hardware.
- 1.30.2 Reports shall be signed by the Project Manager. Such signature is certification that all reports and information are truthful and accurate. Falsification of any records is grounds for termination of the Agreement.
- 1.30.3 The Contractor's Logs provided to the Director shall document all pertinent operating data and maintenance performed by Contractor or its sub-Contractors under the Agreement and as documented in the HAS EAMS. Contractor shall describe any event or condition not readily discernible from recorded data in a "Remarks" section.

1.30.4 The Contractor shall develop and maintain on site records, including but not limited to, Agreement documents, inventory records, accounting and procurement records, system documents and manuals and any other documents necessary to meet reporting requirements or requests by the Director including any task required under this Agreement but not performed. Failure to document this can result in the application of Liquidated Damages in accordance with Appendix "V".

1.31 DAILY RECORDS AND REPORTS

1.31.1 The Contractor shall utilize HAS EAMS to develop and maintain Daily Work Logs and Reports to record events of maintenance of the following: aircraft support systems, and ground support equipment. The Daily Work Logs shall record all pertinent daily operating and maintenance data, including but not limited to date, time, service performed, status or results, costs, and person who performed service or inspection. Relevant events or conditions not readily discernible from the recorded data shall be described in a "Remarks" section. The Daily Work Log and Summary shall be in a format acceptable to HAS. The Contractor shall provide a daily log of parts/materials used.

1.32 MONTHLY RECORDS AND REPORTS

1.32.1 The Contractor shall utilize HAS EAMS to provide a monthly Operations and Maintenance report. The report shall provide essentially the following information in a format acceptable to HAS. A compliance checklist of all items required in this section shall be included with this report. The Monthly Maintenance Report shall include, but is not limited to:

1.32.1.1 A summary of daily log information.

1.32.1.2 Status of systems and equipment.

1.32.1.3 Parts/Materials utilization by unit.

1.32.1.4 Costs of Parts/Materials utilized by unit.

1.32.1.5 Summary of Maintenance work performed and all work that was scheduled but not performed for any reason.

1.32.1.6 The results of inspections and tests conducted.

1.32.1.7 List of equipment breakdowns and repair time.

1.32.1.8 Training Reports and Safety Meeting Notes.

1.32.2 Monthly Maintenance Reports shall be submitted to the Director by the fifteenth (15th) day following the reported month. Maintenance reports are to be submitted on approved electronic media, with one hard copy delivered to the Director.

1.33 OTHER REPORTS

1.33.1 Daily Work Log - The Contractor shall submit an electronic daily work log depicting the Work completed or performed for each day, including the daily equipment in service report work log summaries shall also be included in monthly reports.

- 1.33.2 Parts/Materials Usage - The Contractor shall submit daily reports depicting parts/materials usage each day. The Contractor shall also submit a monthly Parts/Materials Usage report indicating current materials, stock levels, and required restocking over the past month.
- 1.33.3 Load Bank Test - A Load Bank Test shall be performed on 400 Hz and 28.5 VDC Power System at each gate every 6 months.
- 1.33.4 Employee Roster Report - The Contractor shall maintain a weekly record of employee attendance records by date, title, attendance etc. and submit to HAS every two weeks.
- 1.33.5 Inclement Weather/Emergency Plan
- 1.33.6 Hazardous Chemical Records - The Contractor of any discipline providing services to HAS shall provide a completed Safety Data Sheet (SDS) as required by applicable laws for each and every hazardous chemical as used in performance of the Work or stored on City property.
 - 1.33.6.1 Any material declared as hazardous by the Texas Department of Health and Human Services (TDHHS), Austin, requires an SDS; they can provide the forms upon request.
 - 1.33.6.2 The Contractor's Project Manager shall maintain the completed forms. All hazardous chemical records shall be made available to the Director for periodic review.
 - 1.33.6.3 Preventive and Scheduled Maintenance Plans – Must be updated within 30 days in the event of an Inclusion/Exclusion and submitted to the Director for approval.

1.34 WARRANTY REPORT

- 1.34.1 As part of Basic Services throughout the Agreement Term, the Contractor shall administer warranties on systems and equipment. Contractor shall maintain warranty records and provide reports in a format acceptable to the Director utilizing HAS EAMS. Contractor shall enforce all warranties on behalf of HAS. Contractor shall provide service regardless of whether equipment is wholly or partially under warranty.

2.0 OPERATIONS & MAINTENANCE (O&M) SERVICES

Three different levels of O&M services are described below. They include, **Best Management Practices, Industry Standard, and Reactive Services**. Refer to the latest release of the Operations and Maintenance Best Practice Department of Energy (DOE) manual for additional guidelines. In the event of a conflict between this agreement and the DOE manual, this Agreement shall govern.

2.1 BEST MANAGEMENT PRACTICES

Individual assets or systems included in the Best Management Practices Level of Service (LOS) and Industry Standard LOS will be maintained through Reliability-Centered Maintenance (RCM) protocols. The contractor shall maintain the individual asset and/or system to a level in which it retains its' original Day One expected life cycle. (Reference definitions for Best Management Practices and Industry Standard).

2.1.1 Contractor shall provide Services during the following time periods:

2.1.2 Twenty-four (24) hours-per-day, seven (7) days per week, three-hundred and sixty-five days (365) days per year, including holidays.

2.1.3 Contractor shall provide continuous on-site supervision and on-site staffing necessary to provide specified Aircraft Support operation and maintenance services to all specified facilities.

2.1.4 Upon HAS notification, on-site response time by qualified staff of five (5) minutes or less for emergency, and fifteen (15) minutes less for non-emergency, operational deficiencies are required.

2.1.5 Contractor to assist with any 3rd party audits, assessments and retro-commissioning by providing escorts and access to mechanical rooms and supervised access to Airport facilities as needed.

2.1.6 Repairs and/or replacement of Aircraft Support equipment or parts due to Contractor's failure to perform proper maintenance as specified, will be the responsibility of the Contractor at no cost to HAS.

2.1.7 Contractor shall bear all costs associated with any repairs or replacement required as the result of Contractor's negligence or deliberate act.

2.1.8 Other Work/Services to be provided by Contractor under the Agreement includes other related required work that is beyond the scope of O&M Services, such as Other Service Requests (OSR) and Change Orders (CO).

2.1.9 Contractor will perform Predictive Maintenance (PdM) services:

2.1.9.1 Predictive Maintenance (PdM) is a carefully planned system of machinery analysis and diagnostics. (PdM) provides machinery "health condition: information, which prompts timely, corrective action". The expected result:

optimum machine productivity, extended machine life, and reduced maintenance cost.

- 2.1.9.2 Contract will develop a PdM to be reviewed and approved by HAS. The PdM services will be tracked in EAMS.

2.1.10 Duties of Contractor

- 2.1.10.1 Contractor shall implement industry best practices service through use of documented policies, procedures, processes, and employee training programs in accordance with the latest release of the Operations & Maintenance Best Practices developed by the U.S. Department of Energy.

2.1.11 Contractor's industry best practices shall include, but not be limited to the following:

- 2.1.11.1 A central Help Desk to provide a focal point for operations planning, scheduling, communications with Contractor's customers, and control of all Agreement activities; and provide an integrating function for all program activities including a priority response system and fail-safe process to ensure the Contractor responds in the allotted time.
- 2.1.11.2 Efficient deployment and optimum use of all modules and capabilities of the EAMS that includes electronic documentation and reporting of all activities.
- 2.1.11.3 An organizational model and work schedules that integrate all elements of strategic site leadership, field supervisory, customer service, and technical responsiveness.
- 2.1.11.4 A model and management approach that considers and fosters internal departmental and external process handoffs, communications, teamwork, and process improvements.
- 2.1.11.5 Employee-training program that ensures Contractor's employees remain highly skilled and proficient.
- 2.1.11.6 Contractor's continuous improvement that incorporates the latest advances in Quality and Customer Satisfaction programs.

2.1.12 Implementation of Reliability Centered Maintenance Protocols.

- 2.1.12.1 Utilize the HAS Enterprise Asset Management System (EAMS) including maintenance trending and tracking to improve operational reliability, document all maintenance required and subsequently performed, reduce repair costs and optimize system operation efficiency (Refer to Appendix "III" – HAS Enterprise Management System EAMS). The Contractor shall not utilize any separate maintenance management system. The HAS

EAMS shall be used exclusively by the Contractor for all services performed under this contract. The contractor is responsible for training and familiarization of the HAS EAMS software. For the duration of the Agreement, the contractor is also required to attend HAS EAMS training regarding the EAMS hierarchy familiarization, user/security rights, and other HAS approved workflow processes. HAS EAMS training includes 4-8 hours per EAMS user. Contractor shall comply with HAS standards, policies and procedures to include, but not limited to: HAS EAMS Policy and Procedures, HAS Design Standards, and HAS Sustainability/Sustainable Asset Management Policy. The Contractor shall maintain the EAMS database current with regards to any modifications or changes to installed systems and/or components made by the Contractor utilizing the EAMS Policy during the term of this contract.

- 2.1.12.2 Utilize Sustainable practices including retro-commissioning and measurement and verification to return systems back to optimum operations.
- 2.1.12.3 Performance penalties assessed for non-attainment of service (Refer to Appendix "IV" Pay for Performance Programs and Appendix "V" Liquidated Damages).
- 2.1.12.4 Preventive and Planned Maintenance Programs (Refer to Section 1.0 - Basic Services).
- 2.1.12.5 Documented Reactive corrective maintenance (Refer to Section 1.30 - Records and Reports).
- 2.1.12.6 Perform Preventive and planned maintenance to reduce O&M costs and unplanned system outages (Refer to Section 1.0 Basic Services).

2.1.13 Capital Projects, Tenant Improvement Projects (TIPS), and Job Order Contracts (JOCs)

- 2.1.13.1 Contractor shall assist HAS as requested, each time there is a Capital Project, Tenant Improvement Project, or a Job Order Contract (JOC) projects. Contractor shall observe in a non-supervisory capacity, all work relating to Aircraft Support. Contractor shall conduct Reactive walk-through from time to time and report back to the Airport any work that is not compliant to applicable codes or in the Contractor's opinion not in the best interests of the Airport. At completion of project, the Contractor shall do a final walk-through with project Contractor's representative and notify the Director in writing of any deficiencies.

2.1.14 Reliability Centered Maintenance (RCM) - Best Management Practices

- 2.1.14.1 As a part of O&M Services throughout the term of the Agreement, the Contractor shall provide Reliability Centered Maintenance (RCM) on Aircraft Support Systems and Support Equipment.

- 2.1.14.2 Contractor must use the RCM to determine the most effective approach to maintenance and what must be done to ensure the Aircraft Support Systems continues to perform as designed by the OEM within the present operating context. RCM is an ongoing process in which the Contractor gathers data from the system's performance and uses this data for future maintenance and/or recommend design changes.
- 2.1.14.3 RCM must employ all Maintenance techniques in an integrated manner to increase the probability that the Aircraft Support Systems will function in the required manner over their design lifecycle at the lowest maintenance cost.
- 2.1.14.4 RCM requires that the Contractor make maintenance decisions based on maintenance requirements at appropriate service intervals supported by sound technical and economic justification. RCM includes but is not limited to:
 - 2.1.14.4.1 Obtaining the highest level of performance and safety for the occupants and employees maintaining the Agreement.
 - 2.1.14.4.2 Providing maximum functionality, availability, safety and reliability performance of Aircraft Support Systems at the lowest cost.
 - 2.1.14.4.3 Identifying and implementing the most cost-effective actions that reduce the probability of Aircraft Support Systems failure.
 - 2.1.14.4.4 Provide statistical method of optimizing all maintenance programs for Aircraft Support Systems.
 - 2.1.14.4.5 Establish and identify issues of personnel performance and make any required corrections.
 - 2.1.14.4.6 Restore equipment to the required levels of performance when deterioration occurs, but before failure. "Required" shall be defined as a serviceable condition, not necessarily equal to new condition, which will allow the equipment to operate safely and at design capacity without any know deficiencies.
 - 2.1.14.4.7 Collect the data, during the life of the Agreement and/or equipment, to change the workflow or design of the equipment in order to improve its reliability. Data to be collected and archived in EAMS.

2.1.15 Functional Requirements

- 2.1.15.1 Aircraft support system agreement hours- 24/7, 365 days per year with PM performed as coordinated and directed by the Director without an

impact to the operation. Support equipment agreement hours-24/7 0500-2300, 365 days per year.

2.2 INDUSTRY STANDARD

- 2.2.1 Individual assets or systems included in the Industry Standard LOS will be maintained through the conduct of planned and Preventive Maintenance (PM) recommended by original equipment manufacturer (OEM). The primary objective of the Industry Standard LOS is to provide ongoing planned, preventive and Corrective maintenance on the asset and/or individual system such that the original life cycle is achieved.
 - 2.2.1.1 Contractor shall provide Services during the following time periods; twenty-four (24) hours-per-day, seven (7) days per week, three-hundred and sixty-five days (365) days per year, including holidays.
- 2.2.2 Contractor shall provide continuous on-site supervision and on-site staffing necessary to provide specified Aircraft Support operation and maintenance services to all specified facilities.
- 2.2.3 Upon HAS notification, on-site response time by qualified staff of five (5) minutes or less for emergency, and fifteen (15) minutes less for non-emergency, operational deficiencies are required.
- 2.2.4 Contractor to assist with any 3rd party audits, assessments and retro-commissioning by providing escorts and access to mechanical rooms and supervised access to Airport facilities as needed.
- 2.2.5 Repairs and/or replacement of Aircraft Support equipment or parts due to Contractor's failure to perform proper maintenance as specified, will be the responsibility of the Contractor at no cost to HAS.
- 2.2.6 Contractor shall bear all costs associated with any repairs or replacement required as the result of Contractor's negligence or deliberate act.
- 2.2.7 Other Work/Services to be provided by Contractor under the Agreement includes other related required work that is beyond the scope of O&M Services, such as Other Service Requests (OSR) and Change Orders (CO).
- 2.2.8 Performance penalties assessed for non-attainment of service (Refer to Appendix "IV" Pay for Performance Programs and Appendix "VI" Liquidated Damages).
- 2.2.9 Preventive and Planned Maintenance Programs (Refer to Section 1.0 - Basic Services).
- 2.2.10 Documented Reactive corrective maintenance (Refer to Section 1.30 - Records and

Reports).

2.2.11 Perform Preventive and planned maintenance to reduce O&M costs and unplanned system outages (Refer to Section 1.0 Basic Services).

2.2.12 Capital Projects, Tenant Improvement Projects (TIPS), and Job Order Contracts (JOCs)

2.2.12.1 Contractor shall assist HAS as requested, each time there is a Capital Project, Tenant Improvement Project, or a Job Order Contract (JOC) projects. Contractor shall observe in a non-supervisory capacity, all work relating to Aircraft Support. Contractor shall conduct Reactive walk-through from time to time and report back to the Airport any work that is not compliant to applicable codes or in the Contractor's opinion not in the best interests of the Airport. At completion of project, the Contractor shall do a final walk-through with project Contractor's representative and notify the Director in writing of any deficiencies.

2.3 REACTIVE SERVICES

2.3.1 Individual assets or systems included in the Reactive LOS are maintained operational through the conduct of required corrective maintenance.

2.3.2 Contractor shall provide Services during the following time periods:

2.3.2.1 Twenty-four (24) hours-per-day, seven (7) days per week, three-hundred and sixty-five days (365) days per year, including holidays.

2.3.3 Contractor shall provide continuous on-site supervision and on-site staffing necessary to provide specified Aircraft Support operation and maintenance service to all specified facilities.

2.3.4 Upon appropriate HAS notification, on-site response time of five (5) minutes or less for emergency and fifteen (15) minutes less for non-emergency is required.

2.3.5 Repairs and/or replacement of Aircraft Support equipment or parts due to Contractor's failure to perform proper maintenance as specified, will be the responsibility of the Contractor at no cost to HAS.

2.3.6 Contractor shall bear all costs associated with any repairs or replacement required as the result of Contractor's negligence or deliberate act.

2.3.7 Other Work/Services to be provided by Contractor under the Agreement includes other related required work that is beyond the scope of O&M Services, such as Other Service Requests (OSR) and Change Orders (CO).

2.4 BEST MANAGEMENT, INDUSTRY STANDARD & REACTIVE SERVICES REQUIREMENTS

2.4.1 Division of Responsibility - Best Management Practices, Industry Standard, and Reactive Services

2.4.1.1 Contractor shall make all routine operation and maintenance decisions. Changes in operation and maintenance philosophy, schedules, and the existing preventive maintenance program must be mutually agreed to in writing by the Director and the Contractor.

2.4.1.2 The Director reserves the right to make final decisions related to Aircraft Support System operation and maintenance. If the Director chooses to override the Contractor's decisions, the Director shall inform Contractor in writing.

2.4.2 Aircraft Support Automation Systems - Best Management Practices, Industry Standard, and Reactive Services

2.4.2.1 Contractor shall operate, maintain, and repair direct digital control systems related to Aircraft Support Systems where applicable.

2.4.2.2 Contractor shall be responsible for the Best Management Practices, Industry Standard, and Reliability Centered Maintenance services of the Aircraft Support Systems including Automation Systems, CPU/executive controllers, hardware and software to include system software upgrades within current generation software revision levels. Contractor shall perform Best Management Practices, Industry Standard, and Reactive Services maintenance services of all ancillary components such as input-output devices, unitary controllers, and sensors at no additional cost to the City.

2.4.2.3 Contractor shall maximize the use of the Automation Systems to minimize the consumption of energy and to ensure environmental conditions are appropriate as required herein for the various space and areas within the Airport's facilities. Contractor shall use the Automation Systems for operational strategies, monitoring, and diagnostics. Contractor shall ensure all components – software and hardware are fully operational, and the system is maintained in accordance with the manufacturer's requirements.

2.4.2.4 Fully qualified and certified technicians with experience on the same or similar type systems shall perform all preventive and repair maintenance on the Automation Systems. All maintenance on the Automation Systems must be accomplished in accordance with the original equipment manufacturers (OEM) specifications and recommendations as documented in the Operations Manual and attendant notices and amendments. Daily operation of the system must be in accordance with the OEM operations manual and controls strategies. Reactive daily operational checks and tests of the system must be performed by personnel who are trained on the operation of the system and any anomalies or malfunctions as a result of the checks/tests or experienced

during normal operation must be addressed immediately. Daily operational tests and checks must be documented in an approved HAS format.

- 2.4.2.5 Contractor shall request any training or instruction from the Automation Systems vendor to efficiently extract data from in electronic format for use in common spreadsheet or database software applications such as Microsoft Excel. Development of pre-formatted templates used for summarizing and periodic reporting of energy use and operational trends is the responsibility of the Contractor. Contractor shall be responsible for the costs of training at no cost to HAS.
- 2.4.2.6 The Automation Systems are included in Contractor's Reliability Centered Maintenance methodology. The preventive and repair maintenance plan must be incorporated into and administered through the EAMS. Penalties will be assessed to the contractor if the automation systems are not performing as per OEM standards regardless of the impact to Airport operations.
- 2.4.2.7 Contractor is required to operate and maintain Aircraft Support assets in an energy efficient method, and to continuously seek and implement more efficient energy savings technologies and strategies. Contractor to track and report all energy efficiency initiatives through the HAS EAMS.
- 2.4.2.8 Contractor shall maintain all computer systems in compliance with all HAS Cyber Security procedures, protocols and policies.
- 2.4.2.9 The system shall include anti-virus software in accordance with HAS IT requirements.
- 2.4.2.10 Contractor shall install all manufacturer security updates within two (2) weeks of release.
- 2.4.2.11 System Availability: At any given time, the systems shall be considered unavailable if 15 percent or more of the end devices are non-operational, not fully functional, or do not meet response time criteria for any given tenant. Software and system devices shall execute, without degradation, at the scheduled periods and response times for the systems to be considered available. The systems shall operate as specified twenty-four (24) hours per day, seven 7 days per week. Availability of the overall systems shall be at least 99.99 percent (not more than 52 minutes per year of downtime).
- 2.4.2.12 Device Availability: A system server, workstation, and display shall be considered available only if all components are operating and fully functional. A peripheral device shall be considered unavailable if it cannot be placed on-line and perform it's intended function(s). Besides scheduled downtime, as identified below, individual device availability shall exceed 99 percent (not more than 87.5 hours per year of downtime).

2.4.2.13 Scheduled Downtime: Downtime to update the computer operating system or repair a component shall be acceptable reasons for downtime, but at no time shall more than 15 percent of the system be non-operational. The following reasons are acceptable causes of down time:

2.4.2.13.1 If the operating system of the servers requires maintenance or updates, or if the servers require system maintenance, each server shall be brought down individually to be updated/maintained, such that at no time is more than one server down at the same time.

2.4.2.13.2 If the operating system of the end device computer requires maintenance or updates, or if the end device computers require system maintenance, the end device that requires the maintenance shall be brought down during non-peak hours of operation.

2.4.2.13.3 It shall be acceptable to perform maintenance/updates on an end device computer system during other than non-peak hours if the particular end device is non-functional without have the maintenance or updates performed.

2.4.3 Potable Water Testing Program - Best Management Practices, Industry Standard, and Reactive Services

2.4.3.1 Contractor shall provide the potable water testing program specified in Section 1.2 (Aircraft Support Systems).

2.4.4 Passenger Boarding Bridge (PBB) Cleaning - Best Management Practices, Industry Standard, and Reactive Services

2.4.4.1 Contractor shall create and implement a cleaning schedule for all PBB's within this Agreement. The cleaning schedule shall at a minimum have the following:

2.4.4.1.1 Daily Cleaning: At least one complete cleaning shall be performed daily per OEM standards to include, but not limited to; carpet cleaning (vacuuming and spot shampooing), all interior horizontal and vertical surfaces (carpet, glass, panels, rails, etc.) and HVAC supply/return grilles and vents at no additional cost to the City.

2.4.4.1.2 Carpet Deep Cleaning: A deep cleaning shall be conducted per OEM standards and / or at the request of the Director at no additional cost to the city.

2.4.4.1.3 Carpet Replacement: If the Contractor fails to perform the Daily Cleaning (8.6.1.1) and Carpet Deep Cleaning (8.6.1.2) resulting in stained carpet beyond repair, then the Contractor will be responsible for replacement of the carpet at no additional cost to the City.

2.4.5 Regulatory Compliance

- 2.4.5.1 The Contractor shall comply with all applicable Federal, State and local laws, HAS Regulations and policies, standards, ordinances, rules, and regulations pertaining to the performance of the Work specified herein.
- 2.4.5.2 Licenses, Permits and Bonding: All personnel engaged in the maintenance activities must possess certificates of training, licenses, permits, and bonding as required by the Federal, State, City, County, HAS, and other local authorities having jurisdiction and as specified for each activity they will be directly engaged in or supervise. All certificates of training, licenses, permits and bonds shall be current and valid and available immediately upon request by HAS.
- 2.4.5.3 The Contractor shall obtain and pay for all permits, licenses, certifications and approvals required to perform services under the Agreement.
- 2.4.5.4 The Contractor shall schedule recurring inspections and certifications and pay all associated fees.
- 2.4.5.5 The Contractor shall obtain any permits required to work on the Airport, including in restricted areas, as defined by Federal, State and local laws, City policies, procedures, ordinances, rules, codes and regulations. Both the Contractor's business and the Contractor's employees, including Sub-contractor's employees, must be certified to work on the Airport property, including restricted areas.
- 2.4.5.6 The Contractor shall be required to provide, as requested and on demand, all licenses, permits, certifications, and other such proof of qualifications for any personnel required to work on the Airport, including restricted areas, for proper execution of the Agreement.

2.4.6 Codes and Standards

The Contractor shall comply with the latest edition and minimum standards of the following codes:

- 2.4.6.1 Federal, state, and local building, plumbing, mechanical, electrical, safety and environmental codes, and HAS standards.
- 2.4.6.2 National Electrical Code (NEC), City of Houston Electrical Code Provision, and State Requirements as stated in Texas Electrical Safety and Licensing Chapter 1305 and Administrative Rules of the Department of Licensing and Regulations, 16 Administrative Code Chapter 73.
- 2.4.6.3 International Plumbing Code.
- 2.4.6.4 International Mechanical Code.
- 2.4.6.5 International Fire Code.

- 2.4.6.6 International Energy Conservation Code.
- 2.4.6.7 State and Local Building Codes and Ordinances.
- 2.4.6.8 State and Local Fire Codes and Regulations.
- 2.4.6.9 Federal Aviation Standards and Regulations.
- 2.4.6.10 Occupational Safety and Health Administration Regulations.

2.4.7 Performance Standards

- 2.4.7.1 Contractor's operation and maintenance of Airport Aircraft Support Systems must be in accordance with the highest standards prevailing in the industry, including but not limited to the latest release of the Operations & Maintenance Best Practices developed by the U.S. Department of Energy, recommendations of the OEM, as well as all applicable codes, rules, regulations, and laws of any regulatory or legislative body having jurisdiction over IAH which include, but are not limited to, State of Texas agencies having jurisdiction over boiler operations, Texas Commission on Environmental Quality (TCEQ) over certain environmental matters, and Federal regulatory bodies, including, but not limited to EPA, OSHA, TSA, and FAA. Contractor shall ensure full compliance and shall bear the cost of any additional work or materials not specified that may be required. Any violation, omission, or question of compliance must be brought to the attention of the Director within five days of Contractor's actual or constructive knowledge.
- 2.4.7.2 Contractor shall respond to a request from the Director for emergency service to perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with the system. Priority must be given to requests for emergency service.

2.4.8 Backflow Preventers

- 2.4.8.1 Contractor shall certify annually all backflow preventers listed in Appendix I.

2.5 BEST MANAGEMENT PRACTICES AND INDUSTRY STANDARD REQUIREMENTS

- 2.5.1 Maintain the EAMS driven schedule of planned and unplanned maintenance actions on Aircraft Support Systems in accordance with OEM equipment manufacturer's instructions and in accordance with the best preventive maintenance industry practices for the prevention of equipment breakdowns and failures. Contractor shall develop a PM schedule so as to complete PM's on equipment within the manufactures recommendations and contracted Level of Service (LOS).
- 2.5.2 The proper implementation of PM and Pd.M. is to be utilized to ensure productive corrective maintenance, reduction of system down time, and effective cost control of system components by the timely planned replacement of components.

2.5.3 Filter Replacement - Best Management Practices and Industry Standard

- 2.5.3.1 As part of O&M Services, Contractor shall inspect and replace the PBB's HVAC filters, as required with the frequency of inspection based upon excessive differential pressure.
- 2.5.3.2 Filter Selection Performance Factors:
 - 2.5.3.2.1 Filter replacement requires the use of various types of filters properly located to ensure maximum indoor air quality at an economical cost.
 - 2.5.3.2.2 Filter type must be consistent with MERV 8, ASHRAE 62.1, and Standard for efficiency.
 - 2.5.3.2.3 Filter selection must conform to EPA requirements.
 - 2.5.3.2.4 Whenever possible, filters must utilize existing filter frames.

3.0 OTHER WORK/SERVICES (OSR)

3.1 General Requirements

- 3.1.1 Within the general scope of the Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Services of the Agreement. The Contractor shall perform Other Work/Services in accordance with all provisions of the Agreement plus any special provisions issued with authorization for work so long as the specific provisions are consistent with and related to the scope of the Agreement. With the exception of Emergency Service Requests or Urgent Service Requests, where a request may be verbal and following the next business day in writing, all requests for Other Work/Services will be in writing in the form of an Other Service Request (OSR) provided by the Director and signed by the Director or his/her designated representative. The Contractor shall perform Other Work/Services to the same standards identified for Basic Services or as may be specified in the OSR.

3.2 Performing Other Work/Services

- 3.2.1 Other Work/Services shall be performed in accordance with all provisions of the Agreement and any special provisions issued with the Other Service/Request (OSR).
 - 3.2.1.1 Before issuing an OSR, the Director will first issue a written notice to the Contractor detailing the specific OSR to be performed by the Contractor.
 - 3.2.1.2 In response to any such written notice, the Contractor shall provide the Director with a written Proposal within five (5) business days of receipt of OSR. The Contractor shall include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and other requirements set forth in the written notice to the Contractor. Prior to the expiration of the five (5) business days the Contractor can request in writing a three (3) day extension to submit an OSR quote. The Director may or may not approve

the extension. If OSR quote is not submitted in the allotted time Liquidated Damages may be imposed (reference Appendix V).

- 3.2.1.3 Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by Director. Travel, airfare, lodging, meals, and rental cars that may be incurred in the performance of Other Work Services shall have no additional costs to HAS. Director will not approve an OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR. Contractor can request in writing an extension to the completion date. However, the Director may or may not allow the extension. Director's decision is final.
- 3.2.1.4 Upon receipt of the Contractor's Proposal, the Director has the option to reject the Contractor's Proposal, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Contractor's Proposal and require resubmission, the Contractor shall resubmit a modified Proposal within three (3) business days of the rejection.
- 3.2.1.5 Upon approval by Director of the modified Proposal, an OSR will be issued. The Contractor shall commence work as stated in the OSR. The Contractor shall diligently work to completion in accordance with the terms and conditions of the Agreement and the approved OSR.
- 3.2.1.6 The Contractor's labor cost shall not exceed the rate stated in the Fee Schedule. The Contractor's labor cost stated in the pricing Agreement only applies to the Contractor employees who are "not" performing work in conjunction with their regular duties. Labor is inclusive of supervision, transportation, tools, and expendables.
- 3.2.1.7 Prices for equipment, parts, supplies, and sub-contracted work, which may be required for authorized Other/Work Services, shall be the Contractor's actual cost-plus percent (%) mark-up proposed on the Fee Schedule (*Mark-up excludes Freight*). Copies of invoices from the Contractor's suppliers for these items must be submitted with Contractor's invoices at the time of submittal to the City for payment. The mark-up percentages stated shall not increase during the term of the Agreement. The quantity of equipment, parts, and supplies will depend on the needs of the HAS.
- 3.2.1.8 Should a required service exceed \$3,000.00, Contractor shall obtain three (3) itemized bids/estimates within five (5) business days from separate/different vendors/ suppliers, not affiliated with the Contractor, for the required equipment, parts, supplies, and subcontracted works/items. Contractor shall submit the bids/estimates to Director and obtain written approval from Director before proceeding with the Work Contractor shall be compensated at actual cost-plus percent (%) mark-up proposed on Fee Schedule (mark-up excludes freight).
- 3.2.1.9 If a required service is less than \$3,000, Contractor shall obtain one (1) itemized bid/estimate from a separate/different vendor/supplier not affiliated

with the Contractor within five (5) business days for the required equipment, parts, supplies, and subcontracted works/items. Contractor shall submit the bid/estimate to the Director and obtain written approval from the Director before proceeding with the Work. Contractor shall be compensated at actual costs plus percent (%) mark-up proposed on the Fee Schedule (mark-up excludes freight).

- 3.2.1.10 The Contractor shall utilize HAS spare parts first as listed in Appendix "VI" - Replacement Parts. Parts taken out from HAS inventory shall be replaced at no additional cost to the City. Refer to Section 1.19.
- 3.2.1.11 When Other Work/Services have been completed, a copy of the approved OSR shall accompany the monthly invoice.
- 3.2.1.12 While performing work on any OSR, if hidden damage or additional cost is discovered, the Contractor shall notify the Director immediately. After determining the extent of hidden damage, a supplemental OSR shall be submitted.
- 3.2.1.13 The Contractor shall submit to Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.
- 3.2.1.14 In the case of emergency service, the Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next business day, the Director will submit a written Emergency Service Request to the Contractor.
- 3.2.1.15 The Contractor shall respond to emergency and weather situations with adequate management and technical staff, communication means, supplies, and equipment (e.g. generators, pumps, lights, spill protection, etc.).
- 3.2.1.16 The Contractor and its Subcontractor(s) shall have adequately trained staff as require contending with any such situations described by Force Majeure and other such occurrences that should require immediate and long-term attention.
- 3.2.1.17 If it is determined this Scope of Work should be covered under Basic Services, any amount paid to the Contractor under Other/Services Request will be reimbursed to the City by the Contractor within thirty (30) days of such determination. The City does not waive any of its rights and remedies whether by statue, at law, in equity, or under this Agreement.
- 3.2.1.18 If OSRs are performed by the on-site crew in conjunction with their regular duties, the Contractor shall not receive additional compensation for their labor.
- 3.2.1.19 Unless specifically allowed under a section of this agreement, preventative maintenance parts and services shall not be an OSR candidate.

3.3 Other Work Services may include but are not limited to the following categories:

- 3.3.1 Non-emergency assets maintained under Reactive Services Level of Service.
- 3.3.2 Replacement parts for OSR's whose unit cost exceeds the established threshold of \$6,500 as described in Section 1.19.
- 3.3.3 Systems and equipment upgrades (excluding software) and modifications.
- 3.3.4 Third party damages resulting in replacement part in which the cost exceeds the threshold of \$6,500.
- 3.3.5 System and equipment damages caused by Force Majeure. Regarding claims of Force Majeure, Contractor shall provide to the Director satisfactory evidence of Force Majeure.
- 3.3.6 Provide any other services related to the general scope of this Agreement not otherwise included in the Basic Services or Other Work Services and not customarily furnished in an Aircraft Services Agreement.

Note: Work included in OEM normal routine maintenance or under warranty is excluded from the above list.

4.0 PRICING

- 4.1 Contractor level of service bid pricing will be effective for the duration of the Agreement and will be defined as "Unit Pricing" if assets are added or subtracted from the Agreement. Refer to Exhibit F.
- 4.2 Contractor shall provide annual lump sum bid pricing for each line item on the bid form. Refer to Exhibit F. Line items are organized by Level of Service (Best Management Practices, Industry Standard and Basic Services).
- 4.3 HAS reserves the right to select any Level of Service (LOS) and to reduce or increase the LOS as needed throughout the term of the Agreement. Additions made after award of Agreement will be implemented by Change Order. Change Orders will include a 30-day notice period prior to becoming effective.

5.0 INVOICING

- 5.1 Monthly payments for contractor shall include:
 - 5.1.1 Operation, Planned Maintenance and Corrective Maintenance for all equipment (Refer to Appendixes "I" Aircraft Support Systems and "II" Support Equipment Requirements). Refer to Exhibit F Fees and Costs after contract execution between the City and the awarded Vendor.
 - 5.1.2 The monthly lump sum payments shall include all overtime, after-hours labor, additional staffing, and emergency labor required to meet the Airport Aircraft Support performance standards and Duties of Contractor detailed in the Agreement.
 - 5.1.3 Pay for Performance Programs and Liquidated Damages deductions will be limited to 2% of the total Basic Services cost per Agreement year.

- 5.1.4 The Contractor shall submit its invoices for work completed on a form(s) approved in advance by the Director; invoices shall be accompanied by support documents requested by the Director.
- 5.1.5 A copy of the Director's written request for Change Order and Other Work/Service shall be submitted with the invoices.
- 5.1.6 Each invoice submitted and shall include required appendix. The invoice shall be identified by the Agreement name and Agreement number. All invoices are to be delivered or mailed to the following location:

City of Houston, Houston Airport System
Finance Division/Accounts Payable
P.O. Box 60106, Houston, Texas 77205-0106

- 5.1.7 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, Timecards etc. Each invoice should be in a "PDF" or "TIFF" format. Multiple invoices can be submitted in a single email. Requirements are as follows:

Submit invoices in "PDF" or "TIFF" format

Submit to has.accountspayable@houstontx.gov

6.0 PERFORMANCE BOND

- 6.1 The successful Contractor shall furnish and maintain a Performance Bond in the amount One-hundred Percent (100%) of the annual contract rate conditioned on Contractor's full and timely performance of the Agreement. The bond shall be renewed annually on the anniversary date of the contract award each Agreement Year. The Agreement Term shall be ten years.
- 6.2 The Performance Bond shall be in the same form as that distributed by the City, and attached hereto as **Exhibit "VIII,"** all duly executed by this bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department.

7.0 SERVICE LIFE RENEWAL

- 7.1 Service Life Renewal projects may be required to meet desired reliability or to extend the service life of the Aircraft Support Systems. These services are not covered under Basic Maintenance and Operations Services. Contractor may perform Service Life Renewal work in accordance with all provisions of this Agreement, plus any special provisions issued with authorization for work, so long as the specific provisions are consistent with, and related to the scope of work. All requests for Service Life Renewal projects shall be in writing in the form of a Service Life Renewal Request provided by the Director and signed by the Director or his/her designated representative. Contractor shall perform Service Life Renewal work to the same standards identified for Basic Operations and Maintenance Services.

8.0 Service Life Renewal:

- 8.1 Contractor shall provide to HAS a five (5) year Service Life Renewal plan within one hundred and twenty (120) days of the Start Phase-In date of this Agreement, and provide an updated plan annually, along with the Operations & Maintenance Annual Report.
- 8.2 Service Life Renewal work shall be performed in accordance with all provisions and any special provisions issued with the Service Life Renewal Request.
- 8.3 Before issuing a Service Life Renewal Request, the Director shall first issue a written notice to the Contractor detailing the specific project to be performed by the Contractor. The written notice shall include a specific Service Life Renewal scope of work and applicable HAS standards and requirements.
- 8.4 In response to any such written notice, Contractor shall provide the Director with a written agreement within fourteen (14) business days of receipt of Service Life Renewal Request. Contractor shall include: a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, including materials, and any other requirements set forth in the written notice to the Contractor.
- 8.5 Contractor shall furnish all services, materials, labor, tools, equipment, transportation, warranties, startup commissioning services, and incidentals for accomplishing the described services or as otherwise specified by the Director. The Director shall not approve a Service Life Renewal without a specified completion date. Contractor shall complete all such renewal services within the time specified in the project scope. Contractor can request in writing an extension to the completion date. However, the Director may or may not allow the extension. The Director's decision is final.
- 8.6 Upon receipt of the Contractor's agreement, the Director has the option to reject the Contractor's agreement, require resubmission with revised or additional information, or issue a Service Life Renewal Request. Should the Director reject the Contractor's agreement and require resubmission, the Contractor shall resubmit a modified agreement within five (5) business days of the rejection.
- 8.7 Upon approval by the Director of the modified agreement, a Service Life Renewal Request shall be issued. Contractor shall commence as stated in the scope of work. Contractor shall diligently work until completion, in accordance with the terms and conditions, and the approved project.
- 8.8 Contractor's labor costs shall not exceed the rate stated in the Fee Schedule (Exhibit B). Contractor's labor costs stated in the Fee Schedule only applies to the Contractor's employees who are "not" performing work in conjunction with their regular duties. Labor is inclusive of all labor, supervision, transportation, tools, and expendables.
- 8.9 Contractor must receive written approval from the Director before proceeding with the Work. Contractor shall be compensated at the fixed cost price submitted on its approved bid but shall not be greater than five (5) percent more than the proposed on the Fee Schedule (mark-up excludes freight and travel).

- 8.10 A copy of the approved Service Life Renewal Request shall accompany any submitted invoice.
- 8.11 While performing work on any renewal project, if hidden damage or additional costs are discovered, Contractor shall notify the Director immediately. After determining the extent of hidden damage, a supplemental request shall be submitted.
- 8.12 Contractor shall submit to the Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.
- 8.13 If it is determined this scope of work should be covered under Basic Operations and Maintenance Services, any amount paid to the Contractor under a Service Life Renewal Request shall be reimbursed to HAS by the Contractor. HAS does not waive any of its rights and remedies whether by statute, or law, in equity, or under this Agreement.
- 8.14 If Service Life Renewal work is performed by the on-site crew in conjunction with their regular duties, Contractor shall not receive additional compensation for their labor.
- 8.15 Contractor shall be responsible for ensuring all work done under a Service Life Renewal follows all regulatory plan review and permitting requirements in effect. Contractor's work schedule shall not be approved without submitting the appropriate permits to HAS.
- 8.16 Contractor shall notify HAS, in writing, as a part of the Service Life Renewal Request submittal a list of all subcontract work awarded to companies affiliated with the contractor. HAS reserves the right to require the use of non-affiliated companies by submitting their request, in writing, from the Director or his/her designee.
- 8.17 If the Prime Contractor does not manufacture PBB, PCA, GPU, or Water Cabinets, Contractor shall be allowed to subcontract all, or part of, this work to a firm approved by the Houston Airport System in advance. The subcontracted firm(s) shall have at least ten (10) years of experience in the installation, repair, and replacement of PBBs and integrated equipment. The Prime Contractor shall still be responsible for ensuring that all work is completed in support of the subcontractor.
- 8.18 Any subcontracted firm awarded work on a Service Life Renewal project shall be licensed by the State of Texas and the City of Houston to complete such work.
- 8.19 Service Life Renewal funds shall not be used to maintain, repair, or replace systems or equipment that are not a part of the Aircraft Support systems operations.
- 8.20 Funding to support the Service Life Renewal projects may require separate approval and appropriation action by the Houston City Council before work commences.

9.0 GENERAL TERMS AND CONDITONS:

- 9.1 The following General conditions and terms shall apply regardless of the Service Life Renewal Request.
- 9.2 At the start of each project, Contractor shall develop a scope of work in conjunction with the appropriate HAS designated subject matter expert in order to determine what alterations,

replacements, upgrades or renewal services are required to extend the assets service life before submitting the Service Life Renewal Request to HAS.

- 9.3 This scope of work development may be based upon the Annual Report, changes to regulatory requirements, HAS requirements, or field conditions at the start of the project.
- 9.4 Contract funds designated for Service Life Renewal projects shall not be utilized for Operations and Maintenance Services.
- 9.5 All definitions found in the sample contract shall apply to Service Life Renewal projects.
- 9.6 All system alterations shall be properly coordinated with the Houston Airport System (HAS), including project scheduling, material ordering, lead times, installation schedules and drawing / sample submittals and invoicing.
- 9.7 Project shall be completed within the authorized timeframe, generally the City of Houston's fiscal year (July to June), upon receipt of the official notice to proceed. Contractor shall submit a project schedule for each project as a part of the Service Life Renewal Request packet submitted to the Houston Airport System.
- 9.8 Contractor shall be responsible for all aspects of this project, including items normally designated as the building owner's responsibility, as well as associated costs in the Service Life Renewal Request packet submitted to the Houston Airport System.
- 9.9 Contractor shall guarantee that all parts and tools, will be sold, as required, to the Houston Airport System or its Agent, including the currently contracted maintenance provider for the installed life of the equipment or component.
- 9.10 It is the intent of all these Service Life Renewal projects to follow the applicable requirements of the Houston Airport System Design Standards Manual. This document is available for review on the fly2houston.com website. Any deviation in these standards must be approved by HAS, in writing, before the deviation occurs.
- 9.11 Contractors shall be provided an opportunity to visit and inspect the project site, as well as existing equipment and inform her/himself in detail as to the existing conditions that may affect the work under this scope. Failure to do so will not be considered justification for additional compensation and/or provide an extension of the project timeline.

10.0 REQUIRED SERVICE LIFE RENEWAL SUBMITTALS:

- 10.1 Contractor shall submit any shop drawings in quantities required to be returned, plus three (3) copies showing all locations and arrangements of equipment.
- 10.2 Submit drawings in the same quantity, of all auxiliary equipment furnished in this Service Life Renewal Request. Submittals shall be required on all new equipment and devices installed as a part of this modernization project.
- 10.3 Provide samples of all exposed materials with exposed finishes and all custom fixture fabrications.

- 10.4 Upon completion, Contractor shall provide final as-built drawings and all-inclusive utilities diagrams to HAS, as a part of the Operations and Maintenance Manuals.
- 10.5 Contractor shall provide a final report of acceptance testing and other commissioning to HAS before final acceptance.
- 10.6 Contractor shall provide documentation on all equipment warranties to HAS before final acceptance.

11.0 OPERATIONS AND MAINTENANCE MANUALS / SPECIAL TOOLS:

- 11.1 Contractor shall provide all written information necessary for the proper maintenance and adjustment of the equipment prior to final acceptance, as follows:
- 11.2 Parts catalogs and equipment maintenance manuals.
- 11.3 Contractor shall provide any special passwords, manuals or tools that are required for maintenance, inspection, testing, adjustment for the owner's use.
- 11.4 Special tools required for maintenance, inspection, and testing shall be provided to the Houston Airport System prior to final acceptance of the project.

12.0 INSPECTONS AND TESTING:

- 12.1 Before work begins, Contractor shall apply for, purchase, and provide to HAS any required permits necessary for the project undertaken, as part of any project start-up.
- 12.2 Contractor shall furnish to HAS a final report of inspection in a format approved by the Authority having Jurisdiction as a part of the project closeout.
- 12.3 Damage of any kind to adjoining structures that occur during work and / or acceptance testing shall be repaired at no additional cost to HAS.

13.0 CONTRACTOR'S RESPONSIBILITY:

- 13.1 The electrical and mechanical design shall be based upon the existing power characteristics and heat releases. The Contractor shall review any power characteristics or heat releases before ordering equipment and other materials that exceeds that of the equipment currently in place. Any additions or modifications requested later will be at the Contractor's expense.
- 13.2 Where alterations are made to the building structure to accommodate new assets, contractor shall have drawings reviewed and approved by an appropriately licensed engineer before work begins.
- 13.3 Contractor shall be responsible for storing materials in a dry, protected area. Contractor shall be responsible for protecting and handling materials in accordance with the manufacturer's recommendations to prevent damage, soiling, deterioration, or theft.
- 13.4 All safety requirements from Special Provisions of the Operations & Maintenance scope of work shall apply to each project authorized by HAS.

14.0 SERVICE LIFE RENEWAL STAFFING:

- 14.1 Contractors assigned Project Manager under "Staffing" of the Operations and Maintenance scope of work shall be the primary contact for all issues related to any ongoing Service Life Renewal projects.
- 14.2 Contractor shall not utilize Operations and Maintenance mechanic staff to alter any assets as part of a project, unless approved by the Director in advance.
- 14.3 Subcontractors assigned to work on a project shall complete the HAS and CBP (if applicable) badging process before beginning work on a project at HAS.

15.0 PROJECT MANAGEMENT:

- 15.1 Each project undertaken shall be required to apply for a Tenant Improvement Program (TIP) control number as a part of the approved HAS Tenant Improvement Program. Information regarding the TIP process may be obtained on the fly2houston.com website.
- 15.2 The HAS assigned Operations and Maintenance Project Manager shall oversee the implementation of all projects and shall be the primary point of contact for the Contractor's assigned project manager in relation to all communications between HAS and the Contractor.
- 15.3 Once HAS provides the Contractor with a Service Life Renewal request, the Contractor shall meet with HAS, and any required third parties, weekly to coordinate activities and ensure optimal project delivery, minimal impact to the traveling public, scheduling, invoicing, and other issues.
- 15.4 Contractor shall provide an updated project schedule at each weekly meeting for HAS, showing critical pathways to project milestones.

16.0 WARRANTY:

- 16.1 For all new or modified equipment, provide warranty to repair, replace or restore parts or components that fail or do not operate properly due to poor field or factory workmanship, engineering or design for a period of 12 months at the Industry Standard LOS from the date of signed final acceptance.

17.0 QUALITY ASSURANCE:

- 17.1 Contractor shall ensure all work on projects are done at the highest level of workmanship prevailing in the industry.
- 17.2 All subcontractors assigned work under this project shall have installed and/or maintained similar equipment to those specified and have been in a successful operation for a period of at least five (5) years, be qualified and licensed, if applicable, to complete the work assigned.

18.0 PROJECTS AND SCOPE:

- 18.1 The Contractor may be requested to perform a condition assessment of the existing assets, procurement plan, procurement execution, installation, and disposal of IAH Terminal A and HOU Passenger Boarding Bridges (PBBs), including integrated equipment (Potable Water Cabinets, PCA Units, and Ground Power Units).

- 18.2 Installation of PBBs with the integrated equipment, if requested, will be a turn-key project to include upgrades to associated infrastructure and equipment.
- 18.3 The scope of each planned Service Life Renewal project is defined below. This scope may be changed at the discretion of HAS before the project begins.
- 18.4 At the sole discretion of the Houston Airport System, other projects may be added to, or deleted from the below service life renewal by the issuance of a Service Life Renewal Request and associated scope of work.
- 18.5 Inclusion of a Service Life Renewal project on the list below is for informational purposes only; it does not indicate that the renewal project shall or shall not be completed by the Contractor. HAS reserves the right to determine the method and contract vehicle to implement all Service Life Renewal projects.
- 18.6 IAH Locations:
- Terminal A: Nineteen (19) replacement PBBs and five (5) new PBBs with the integrated equipment.
- 18.6.1 Replacement - a total of nineteen (19) PBBs.
- 18.6.1.1 Terminal A North Gates (10 total) located at A1, A2, A7, A8, A9, A10, A11, A12, A14, and A15
- 18.6.1.2 Terminal A South Gates (9 total) located at A17, A18, A19, A24, A25, A26, A27, A29, and A30
- 18.6.2 New - a total of five (5) PBBs with the integrated equipment.
- 18.6.2.1 Terminal A North Gates: New PBBs will be located on northwest concourse.

EXHIBIT "B-1"
PERFORMANCE BOND

PERFORMANCE BOND

Document 00610

THAT WE, _____, as Principal, (the "Contractor"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$ _____ for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for _____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety _____ agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation) _____
WITNESS: (if not a corporation) _____ Name of Contractor

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____

ATTEST/SURETY WITNESS: _____
(SEAL) _____ Full Name of Surety
Address of Surety for Notice _____

Telephone Number of Surety

By: _____

By: _____

Name:

Name:

Title:

Title: Attorney-in-Fact

Date:

Date:

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

Legal Assistant

Date

END OF
DOCUMENT

EXHIBIT "C"
DRUG POLICY COMPLIANCE AGREEMENT

I, Brent Ahlstrom, President/General Manage Airport Services,
(Name) (Title)

as an owner or officer of JBT AeroTech Corporation (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.

7/13/2020
Date

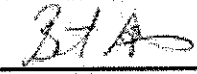
Brent Ahlstrom
Contractor Name

Signature
President/GM – Airport Services
Title

EXHIBIT "D"

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

I, Brent Ahlstrom, President / General Manager – Airport Services,
(Name) (Title)

as an owner or officer of JBT AeroTech Corporation (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.17 of Executive Order No. 1-31, that will be involved

in performing S72-T29275 Aircraft Support Systems Operations & Maintenance and Service Life Renewal Services
(Project)

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

7/13/2020
(Date)

Brent Ahlstrom
(Typed or Printed Name)



(Signature)

President/GM - Airport Services
(Title)

EXHIBIT "E"

DRUG POLICY COMPLIANCE DECLARATION

I, Brent Ahlstrom, President / General Manager Airport Services as an owner or
(Name) (Print/Type) (Title)
officer of JBT AeroTech Corporation (Contractor)
(Name of Company), have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from Jan 2020 to June 2020.

BA
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).

BA
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.

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

BA
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 .

BA
Initials From Jan 2020 to June 2020 the following test has occurred:

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	<u>6</u>	<u>0</u>	<u>1</u>	<u>7</u>
Number Employees Positive	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Percent Employees Positive	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>


BA
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.

BA
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.

07/13/2020
(Date)

Brent Ahlstrom
(Typed or Printed Name)


(Signature)

General Manager / President - Airport Services
(Title)

EXHIBIT "F"
FEEES AND COSTS

EXHIBIT F- 1
Houston Airport System
Aircraft Support Systems Operations & Maintenance
Contract Bid Items List

* GATE INCLUDES ALL ASSOCIATED PASSENGER BOARDING BRIDGES (PBB), POTABLE WATER CABINETS, GROUND POWER UNITS, PRECONDITIONED AIR UNITS, ROOF TOP UNITS AND AIRCRAFT GUIDE-IN SYSTEMS (TERMINAL D ONLY)

** Refer to Appendix II for full list of equipment

YEAR 1 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 1,082,127	\$ 979,971	\$ 827,999
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 56,954	\$ 51,577	\$ 43,609
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 683,449	\$ 618,929	\$ 522,947
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 56,954	\$ 51,577	\$ 43,609
Terminal D A380 Passenger Boarding Bridges	2	\$ 113,908	\$ 103,155	\$ 87,158
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 56,954	\$ 51,577	\$ 43,609
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 1 Total		\$ 1,747,916	\$ 1,702,954	\$ 1,439,404

YEAR 2 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 1,050,582	\$ 991,369	\$ 860,984
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 55,294	\$ 52,177	\$ 45,315
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 663,526	\$ 626,128	\$ 543,779
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 55,294	\$ 52,177	\$ 45,315
Terminal D A380 Passenger Boarding Bridges	2	\$ 110,588	\$ 104,355	\$ 90,630
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 55,294	\$ 52,177	\$ 45,315
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 2 Total		\$ 1,693,128	\$ 1,722,751	\$ 1,496,693

YEAR 3 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 1,040,075	\$ 1,011,207	\$ 921,305
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 54,741	\$ 53,221	\$ 48,490
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 656,889	\$ 638,657	\$ 581,877
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 54,741	\$ 53,221	\$ 48,490
Terminal D A380 Passenger Boarding Bridges	2	\$ 109,482	\$ 106,443	\$ 96,979
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 54,741	\$ 53,221	\$ 48,490
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 3 Total		\$ 1,674,878	\$ 1,757,206	\$ 1,601,462

EXHIBIT F - 1
Houston Airport System
Aircraft Support Systems Operations & Maintenance
Contract Bid Items List

* GATE INCLUDES ALL ASSOCIATED PASSENGER BOARDING BRIDGES (PBB), POTABLE WATER CABINETS, GROUND POWER UNITS, PRECONDITIONED AIR UNITS, ROOF TOP UNITS AND AIRCRAFT GUIDE-IN SYSTEMS (TERMINAL D ONLY)

** Refer to Appendix II for full list of equipment

YEAR 4 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 1,029,672	\$ 1,031,441	\$ 1,004,290
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 54,193	\$ 54,286	\$ 52,857
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 650,319	\$ 651,437	\$ 634,288
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 54,193	\$ 54,286	\$ 52,857
Terminal D A380 Passenger Boarding Bridges	2	\$ 108,387	\$ 108,573	\$ 105,715
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 54,193	\$ 54,286	\$ 52,857
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 4 Total		\$ 1,656,810	\$ 1,792,351	\$ 1,745,593

YEAR 5 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 1,019,374	\$ 1,052,080	\$ 1,114,844
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 53,651	\$ 55,373	\$ 58,676
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 643,815	\$ 664,472	\$ 704,112
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 53,651	\$ 55,373	\$ 58,676
Terminal D A380 Passenger Boarding Bridges	2	\$ 107,303	\$ 110,745	\$ 117,352
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 53,651	\$ 55,373	\$ 58,676
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 5 Total		\$ 1,638,924	\$ 1,828,198	\$ 1,937,609

YEAR 6 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 1,009,178	\$ 1,073,132	\$ 1,259,871
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 53,115	\$ 56,481	\$ 66,309
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 637,376	\$ 677,768	\$ 795,708
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 53,115	\$ 56,481	\$ 66,309
Terminal D A380 Passenger Boarding Bridges	2	\$ 106,229	\$ 112,961	\$ 132,618
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 53,115	\$ 56,481	\$ 66,309
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 6 Total		\$ 1,621,216	\$ 1,864,762	\$ 2,189,498

EXHIBIT F- 1
Houston Airport System
Aircraft Support Systems Operations & Maintenance
Contract Bid Items List

* GATE INCLUDES ALL ASSOCIATED PASSENGER BOARDING BRIDGES (PBB), POTABLE WATER CABINETS, GROUND POWER UNITS, PRECONDITIONED AIR UNITS, ROOF TOP UNITS AND AIRCRAFT GUIDE-IN SYSTEMS (TERMINAL D ONLY)

** Refer to Appendix I for full list of equipment

YEAR 7 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 999,085	\$ 1,094,605	\$ 1,448,964
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 52,583	\$ 57,611	\$ 76,261
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 631,001	\$ 691,330	\$ 915,135
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 52,583	\$ 57,611	\$ 76,261
Terminal D A380 Passenger Boarding Bridges	2	\$ 105,167	\$ 115,222	\$ 152,523
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 52,583	\$ 57,611	\$ 76,261
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 7 Total		\$ 1,603,685	\$ 1,902,057	\$ 2,517,922

YEAR 8 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 989,092	\$ 1,116,508	\$ 1,695,416
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 52,057	\$ 58,764	\$ 89,232
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 624,690	\$ 705,163	\$ 1,070,789
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 52,057	\$ 58,764	\$ 89,232
Terminal D A380 Passenger Boarding Bridges	2	\$ 104,115	\$ 117,527	\$ 178,465
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 52,057	\$ 58,764	\$ 89,232
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 8 Total		\$ 1,586,329	\$ 1,940,098	\$ 2,945,969

YEAR 9 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 979,200	\$ 1,138,848	\$ 2,017,687
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 51,537	\$ 59,939	\$ 106,194
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 618,442	\$ 719,273	\$ 1,274,328
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 51,537	\$ 59,939	\$ 106,194
Terminal D A380 Passenger Boarding Bridges	2	\$ 103,074	\$ 119,879	\$ 212,388
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 51,537	\$ 59,939	\$ 106,194
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 9 Total		\$ 1,569,147	\$ 1,978,900	\$ 3,505,703

EXHIBIT F - 1
Houston Airport System
Aircraft Support Systems Operations & Maintenance
Contract Bid Items List

* GATE INCLUDES ALL ASSOCIATED PASSENGER BOARDING BRIDGES (PBB), POTABLE WATER CABINETS, GROUND POWER UNITS, PRECONDITIONED AIR UNITS, ROOF TOP UNITS AND AIRCRAFT GUIDE-IN SYSTEMS (TERMINAL D ONLY)

** Refer to Appendix II for full list of equipment

YEAR 10 AIRCRAFT SUPPORT SYSTEM	QUANTITY	LEVELS OF SERVICE PROJECTED ANNUAL COST		
		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Terminal A Passenger Boarding Bridges	19	\$ 969,406	\$ 1,161,636	\$ 2,401,189
Inclusion/Exclusion of Terminal A Passenger Boarding Bridge	1	\$ 51,021	\$ 61,139	\$ 126,378
Terminal D Passenger Boarding Bridges (Excluding A380 PBB's)	12	\$ 612,256	\$ 733,665	\$ 1,516,541
Inclusion/Exclusion of Terminal D Passenger Boarding Bridge	1	\$ 51,021	\$ 61,139	\$ 126,378
Terminal D A380 Passenger Boarding Bridges	2	\$ 102,043	\$ 122,277	\$ 252,757
Inclusion/Exclusion of Terminal D A380 Passenger Boarding Bridge	1	\$ 51,021	\$ 61,139	\$ 126,378
Turbo Way Model CMW 00134 Portable Non Motorized Passenger Ramp	1	\$ 100	\$ 300	\$ 500
Hobart Model HOB90-2000 90KVA Portable Ground Power Units	2	\$ 200	\$ 600	\$ 800
Exclusion of Painting Passenger Boarding Bridges	33	\$ (131,868)		
Year 10 Total		\$ 1,552,137	\$ 2,017,878	\$ 4,170,987

AIRCRAFT SUPPORT SYSTEM	BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Years 1 - 10 Grand Total	\$ 16,344,169	\$ 18,507,154	\$ 23,550,840

EXHIBIT F - 2
Houston Airport System
Aircraft Support Systems Operations & Maintenance
Contract Bid Items List

* Refer to Appendix III for full list of equipment and description

YEAR 1	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	1	\$ 101,708	\$ 101,708	\$ 101,708
Mobile Stairway	1	\$ 22,301	\$ 22,301	\$ 22,301
Disabled Passenger Lift Vehicle	1	\$ 77,331	\$ 77,331	\$ 77,331
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 5,716	\$ 5,716	\$ 5,716
110 Ton Pre-Conditioned Air Unit	2	\$ 40,497	\$ 40,497	\$ 40,497
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 17,780	\$ 17,780	\$ 17,780
Year 1 Total		\$ 265,333	\$ 265,333	\$ 265,333

YEAR 2	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	1	\$ 102,731	\$ 102,731	\$ 102,731
Mobile Stairway	1	\$ 22,525	\$ 22,525	\$ 22,525
Disabled Passenger Lift Vehicle	1	\$ 78,109	\$ 78,109	\$ 78,109
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 5,773	\$ 5,773	\$ 5,773
110 Ton Pre-Conditioned Air Unit	2	\$ 40,904	\$ 40,904	\$ 40,904
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 17,951	\$ 17,951	\$ 17,951
Year 2 Total		\$ 267,993	\$ 267,993	\$ 267,993

EXHIBIT F - 2
Houston Airport System
Aircraft Support Systems Operations & Maintenance
Contract Bid Items List

* Refer to Appendix III for full list of equipment and description

YEAR 3	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	1	\$ 103,773	\$ 103,773	\$ 103,773
Mobile Stairway	1	\$ 22,754	\$ 22,754	\$ 22,754
Disabled Passenger Lift Vehicle	1	\$ 78,902	\$ 78,902	\$ 78,902
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 5,832	\$ 5,832	\$ 5,832
110 Ton Pre-Conditioned Air Unit	2	\$ 41,319	\$ 41,319	\$ 41,319
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 18,126	\$ 18,126	\$ 18,126
Year 3 Total		\$ 270,706	\$ 270,706	\$ 270,706

YEAR 4	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	2	\$ 213,941	\$ 213,941	\$ 213,941
Mobile Stairway	1	\$ 23,455	\$ 23,455	\$ 23,455
Disabled Passenger Lift Vehicle	1	\$ 81,333	\$ 81,333	\$ 81,333
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 6,012	\$ 6,012	\$ 6,012
110 Ton Pre-Conditioned Air Unit	2	\$ 42,592	\$ 42,592	\$ 42,592
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 18,676	\$ 18,676	\$ 18,676
Year 4 Total		\$ 386,009	\$ 386,009	\$ 386,009

EXHIBIT F - 2
Houston Airport System
Aircraft Support Systems Operations & Maintenance
Contract Bid Items List

* Refer to Appendix III for full list of equipment and description

YEAR 5	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	2	\$ 216,112	\$ 216,112	\$ 216,112
Mobile Stairway	1	\$ 23,693	\$ 23,693	\$ 23,693
Disabled Passenger Lift Vehicle	1	\$ 82,158	\$ 82,158	\$ 82,158
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 6,073	\$ 6,073	\$ 6,073
110 Ton Pre-Conditioned Air Unit	2	\$ 43,024	\$ 43,024	\$ 43,024
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 18,857	\$ 18,857	\$ 18,857
Year 5 Total		\$ 389,917	\$ 389,917	\$ 389,917

YEAR 6	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	2	\$ 218,326	\$ 218,326	\$ 218,326
Mobile Stairway	1	\$ 23,936	\$ 23,936	\$ 23,936
Disabled Passenger Lift Vehicle	1	\$ 82,999	\$ 82,999	\$ 82,999
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 6,135	\$ 6,135	\$ 6,135
110 Ton Pre-Conditioned Air Unit	2	\$ 43,465	\$ 43,465	\$ 43,465
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 19,042	\$ 19,042	\$ 19,042
Year 6 Total		\$ 393,903	\$ 393,903	\$ 393,903

EXHIBIT F - 2
Houston Airport System
Aircraft Support Systems Operations & Maintenance
Contract Bid Items List

* Refer to Appendix III for full list of equipment and description

YEAR 7	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	2	\$ 220,584	\$ 220,584	\$ 220,584
Mobile Stairway	1	\$ 24,183	\$ 24,183	\$ 24,183
Disabled Passenger Lift Vehicle	1	\$ 83,858	\$ 83,858	\$ 83,858
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 6,198	\$ 6,198	\$ 6,198
110 Ton Pre-Conditioned Air Unit	2	\$ 43,915	\$ 43,915	\$ 43,915
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 19,231	\$ 19,231	\$ 19,231
Year 7 Total		\$ 397,969	\$ 397,969	\$ 397,969

YEAR 8	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	2	\$ 222,888	\$ 222,888	\$ 222,888
Mobile Stairway	1	\$ 24,436	\$ 24,436	\$ 24,436
Disabled Passenger Lift Vehicle	1	\$ 84,734	\$ 84,734	\$ 84,734
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 6,263	\$ 6,263	\$ 6,263
110 Ton Pre-Conditioned Air Unit	2	\$ 44,373	\$ 44,373	\$ 44,373
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 19,424	\$ 19,424	\$ 19,424
Year 8 Total		\$ 402,118	\$ 402,118	\$ 402,118

EXHIBIT F - 2
Houston Airport System
Aircraft Support Systems Operations & Maintenance
Contract Bid Items List

* Refer to Appendix III for full list of equipment and description

YEAR 9	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	2	\$ 225,237	\$ 225,237	\$ 225,237
Mobile Stairway	1	\$ 24,694	\$ 24,694	\$ 24,694
Disabled Passenger Lift Vehicle	1	\$ 85,627	\$ 85,627	\$ 85,627
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 6,329	\$ 6,329	\$ 6,329
110 Ton Pre-Conditioned Air Unit	2	\$ 44,841	\$ 44,841	\$ 44,841
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 19,620	\$ 19,620	\$ 19,620
Year 9 Total		\$ 406,348	\$ 406,348	\$ 406,348

YEAR 10	UNITS	LEVELS OF SERVICE PROJECTED ANNUAL COST		
AIRCRAFT SUPPORT EQUIPMENT		BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Bus	2	\$ 227,634	\$ 227,634	\$ 227,634
Mobile Stairway	1	\$ 24,956	\$ 24,956	\$ 24,956
Disabled Passenger Lift Vehicle	1	\$ 86,538	\$ 86,538	\$ 86,538
90 KVA 400 Hz Ground Power Unit	0	\$ -	\$ -	\$ -
180 KVA 400 Hz Ground Power Unit	1	\$ 6,397	\$ 6,397	\$ 6,397
110 Ton Pre-Conditioned Air Unit	2	\$ 45,318	\$ 45,318	\$ 45,318
60 Ton Pre-Conditioned Air Unit	0	\$ -	\$ -	\$ -
Potable Water Unit	1	\$ 19,820	\$ 19,820	\$ 19,820
Year 10 Total		\$ 410,663	\$ 410,663	\$ 410,663

AIRCRAFT SUPPORT EQUIPMENT	BEST MANAGEMENT PRACTICES	INDUSTRY STANDARD	REACTIVE SERVICES
Years 1 - 10 Grand Total	\$ 3,590,959	\$ 3,590,959	\$ 3,590,959

EXHIBIT F - 3

Houston Airport System Service Life Renewal Project

Passenger Board Bridges (PBB's) Replacement & New Installation

* Refer to Exhibit "C" Aircraft Support - Service Life Renewal

PBB New Installation	
PBB's	Projected Costs
New #1	\$ 919,325.00
New #2	\$ 919,325.00
New #3	\$ 919,325.00
New #4	\$ 919,325.00
New #5	\$ 919,325.00

PBB Replacement	
PBB's	Projected Costs
A1	\$ 947,375.00
A2	\$ 947,375.00
A7	\$ 947,375.00
A8	\$ 947,375.00
A9	\$ 947,375.00
A10	\$ 947,375.00
A11	\$ 947,375.00
A12	\$ 947,375.00
A14	\$ 947,375.00
A15	\$ 947,375.00
A17	\$ 947,375.00
A18	\$ 947,375.00
A19	\$ 947,375.00
A24	\$ 947,375.00
A25	\$ 947,375.00
A26	\$ 947,375.00
A27	\$ 947,375.00
A29	\$ 947,375.00
A30	\$ 947,375.00

EXHIBIT F - 4

Houston Airport System
Aircraft Support Systems Other Work/Services

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Any estimated quantities, labor hours, parts, Materials and supplies expenditures listed below are estimated amounts for Other Work/Services for each year of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to direction and approval by the Director.

Best Management Practices LOS Contract Year	Annual Labor			Annual Parts, Materials and Sub-Contractor Work + Mark-Up %				Total Estimated Annual Costs for Other/Work Services
	Estimated Hours	Labor Rate Per Hour	Estimated Annual Total	Estimated Annual Parts, Materials, and Sub-Contractor Work	% Mark-Up	Estimated Mark-Up Cost	Estimated Annual Total	
1	1,200	\$ 58.80	\$ 70,560.00	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 286,560.00
2	1,200	\$ 59.98	\$ 71,971.20	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 287,971.20
3	1,200	\$ 61.18	\$ 73,410.62	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 289,410.62
4	1,200	\$ 62.40	\$ 74,878.84	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 291,034.98
5	1,200	\$ 63.65	\$ 76,376.41	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 192,532.55
6	1,200	\$ 64.92	\$ 77,903.94	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 194,060.08
7	1,200	\$ 66.22	\$ 79,462.02	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 195,618.16
8	1,200	\$ 67.54	\$ 81,051.26	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 197,207.40
9	1,200	\$ 68.89	\$ 82,672.29	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 198,828.43
10	1,200	\$ 70.27	\$ 84,325.73	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 200,481.89
Grand Total:			\$ 772,612.31	\$ 2,000,000.00		\$ 160,000.00	\$ 2,160,000.00	\$ 2,233,705.31

► Numbers highlighted in the above table do not reflect or calculate to the Total Estimated Annual Costs for Other/Work Services

Industry Standard LOS Contract Year	Annual Labor			Annual Parts, Materials and Sub-Contractor Work + Mark-Up %				Total Estimated Annual Costs for Other/Work Services
	Estimated Hours	Labor Rate Per Hour	Estimated Annual Total	Estimated Annual Parts, Materials, and Sub-Contractor Work	% Mark-Up	Estimated Mark-Up Cost	Estimated Annual Total	
1	1,200	\$ 58.80	\$ 70,560.00	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 286,560.00
2	1,200	\$ 59.98	\$ 71,971.20	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 287,971.20
3	1,200	\$ 61.18	\$ 73,410.62	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 289,410.62
4	1,200	\$ 62.40	\$ 74,878.84	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 290,878.84
5	1,200	\$ 63.65	\$ 76,376.41	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 292,376.41
6	1,200	\$ 64.92	\$ 77,903.94	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 293,903.94
7	1,200	\$ 66.22	\$ 79,462.02	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 295,462.02
8	1,200	\$ 67.54	\$ 81,051.26	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 297,051.26
9	1,200	\$ 68.89	\$ 82,672.29	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 298,672.29
10	1,200	\$ 70.27	\$ 84,325.73	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 300,325.73
Grand Total:			\$ 772,612.31	\$ 2,000,000.00		\$ 160,000.00	\$ 2,160,000.00	\$ 2,932,612.31

Reactive LOS Contract Year	Annual Labor			Annual Parts, Materials and Sub-Contractor Work + Mark-Up %				Total Estimated Annual Costs for Other/Work Services
	Estimated Hours	Labor Rate Per Hour	Estimated Annual Total	Estimated Annual Parts, Materials, and Sub-Contractor Work	% Mark-Up	Estimated Mark-Up Cost	Estimated Annual Total	
1	1,200	\$ 58.80	\$ 70,560.00	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 286,560.00
2	1,200	\$ 59.98	\$ 71,971.20	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 287,971.20
3	1,200	\$ 61.18	\$ 73,410.62	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 289,410.62
4	1,200	\$ 62.40	\$ 74,878.84	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 290,878.84
5	1,200	\$ 63.65	\$ 76,376.41	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 292,376.41
6	1,200	\$ 64.92	\$ 77,903.94	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 293,903.94
7	1,200	\$ 66.22	\$ 79,462.02	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 295,462.02
8	1,200	\$ 67.54	\$ 81,051.26	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 297,051.26
9	1,200	\$ 68.89	\$ 82,672.29	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 298,672.29
10	1,200	\$ 70.27	\$ 84,325.73	\$ 200,000.00	8%	\$ 16,000.00	\$ 216,000.00	\$ 300,325.73
Grand Total:			\$ 772,612.31	\$ 2,000,000.00		\$ 160,000.00	\$ 2,160,000.00	\$ 2,932,612.31

EXHIBIT "G"
TITLE VI: NON-DISCRIMINATION

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

1. Compliance with Regulations - The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation ("DOT") 49 CFR Part 21, as may be amended from time to time ("Regulations"), which are incorporated by reference and made a part of this Agreement.

2. Non-discrimination - The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment - In all solicitation, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports - The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance - In the event of the Contractor's noncompliance with the non-discrimination provisions of this Agreement, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - 5.1. withholding of payments to the Contractor under the Agreement until the Contractor complies,

and/or

5.2. cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions - The Contractor shall include the provisions of paragraphs 1-5 above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. If the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States of America to enter into such litigation to protect the interests of the United States.

EXHIBIT "H" FEDERAL PROVISIONS

As used in this Exhibit, the term "contractor" or "Contractor" shall refer to Consultant. Consultant shall include the provisions of set out in this exhibit in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

I. GENERAL CIVIL RIGHTS PROVISIONS

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

II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 — 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).