

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR RUBBER & PAINT BUILD-UP
REMOVAL SERVICES-AIRPORT**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100017239; 23-125**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____, and **Hi-Lite Airfield Services, LLC** (“Hi-Lite” or “Vendor”). City and Vendor may be referred to herein collectively as the “Parties”.

Whereas, Cyclone Technology, LLC (“Cyclone”) and Hi-Lite each submitted a proposal in response to City’s RFCSP No. 6100017239; 23-125, which had a proposal due date of November 15, 2023 (hereinafter the “RFCSP”); and

Whereas, on January 26, 2024, Hi-Lite, by its Vice President of Finance, Kelly Spinner, notified the City that Cyclone had transferred, sold, assigned, and conveyed its rubber and paint removal contracting services business to Hi-Lite pursuant to an Asset Purchase Agreement which closed on December 8, 2023; and

Whereas, Hi-Lite wishes to perform and assume all obligations and duties of the RFCSP and Cyclone’s proposal submitted in response to the RFCSP; and

Now Therefore, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**ARTICLE 1
CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100017239; 23-125, including all exhibits, attachments and addendums thereto (**Attachment A**); and
- c. Cyclone’s Proposal submitted in response to RFCSP No. 6100017239; 23-125 (hereinafter, the “Proposal”) (**Attachment B**).

ARTICLE 2
PERFORMANCE & ASSUMPTION

- 2.1 The Recitals above are hereby incorporated into this Agreement for any and all purposes.
- 2.2 By signing this Agreement, Hi-Lite expressly warrants that on or about December 8, 2023, Cyclone transferred, sold, assigned, conveyed and delivered its rubber and paint removal contracting services business to Hi-Lite.
- 2.3 Hi-Lite hereby agrees to perform and assume all of the obligations and duties of Vendor herein and as presented in the Proposal from and after this Agreement is executed on behalf of City, including but not limited to adherence to the specifications/scope of services, pricing and payment terms, that are set forth in this Agreement.
- 2.4 Hi-Lite understands and acknowledges that the City is relying upon the recitations set forth above in executing this Agreement.
- 2.5 Parties agree all payments hereafter coming due in the time and manner specified in this Agreement shall be made to Hi-Lite.

ARTICLE 3
TERM

- 3.1 Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and terminate on December 31, 2027.
- 3.2 Renewals. At City's option, this contract may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.
- 3.3 Temporary Short-Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

ARTICLE 4
NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail,

return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Aviation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

With copy to:

City of San Antonio
Finance Department, Procurement
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Hi-Lite Airfield Services, LLC
c/o Frontline Road Safety, LLC
1125 17th Street, Suite 1575
Denver, CO 80202
Attention: Mitch Williams

ARTICLE 5
ENTIRE AGREEMENT

This Agreement, together with its attachments, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

[Signature Page Follows]

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

**HI-LITE AIRFIELD SERVICES,
LLC**



Name: Angelica Mata

Name: Kelly Spinner

Title: Assistant Finance Director

Title: Vice President of Finance

Date: _____

Date: 2/6/24

Approved as to Form:

Assistant City Attorney