

AN ORDINANCE 2009-04-02-0244

**AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH AECOM USA GROUP, INC. IN THE AMOUNT OF \$3,115,699.00 FOR THE DEVELOPMENT OF AN AIRPORT MASTER PLAN FOR SAN ANTONIO INTERNATIONAL AIRPORT.**

\* \* \* \* \*

**WHEREAS**, an Airport Master Plan is a comprehensive study of an airport providing the short-, medium-, and long-term development plans to meet future aviation demand while considering potential environmental and socioeconomic impacts; and

**WHEREAS**, the last Airport Master Plan for San Antonio International Airport was developed in 1998 and the Federal Aviation Administration (FAA) recommends reexamination of the Master Plan every five to ten years; and

**WHEREAS**, the City of San Antonio, has determined that a new Airport Master Plan is necessary for San Antonio International Airport and

**WHEREAS**, AECOM USA Group, Inc. has submitted a proposal in the amount of \$3,115,699.00 to develop a new Airport Master Plan which members of the city staff determined to be a fair and reasonable fee; and

**WHEREAS**, it is now necessary to authorize the execution of a Professional Services Agreement with AECOM USA Group, Inc.; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee is authorized to execute the Professional Services Agreement incorporated herein as "Attachment 1" with AECOM USA Group, Inc. in the amount of \$3,115,699.00 for developing an Airport Master Plan for San Antonio International Airport; and

**SECTION 2.** The amount of \$448,699.00 is appropriated in SAP Fund 51013000, Capital Improvement Funds, SAP WBS AV-00006-01-02-18, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00146-90-02. The amount of \$448,699.00 is authorized to be transferred to SAP Fund 51099000, Airport Capital Projects.

**SECTION 3.** The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00146 Master Plan at San Antonio International, shall be revised by increasing SAP WBS element 33-00146-90-02 entitled Transfer from AV-00006-01-02-18, SAP GL account 6101100 – Interfund Transfer In, by the amount of \$448,699.00.

**SECTION 4.** The amount of \$448,699.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00146 Master Plan at San Antonio International and the budget shall be revised by increasing/decreasing the SAP WBS Elements as follows:

WBS NO.	WBS NAME	G/L	G/L NAME	CURRENT PLAN VERSION 0 (Optional)	PLAN VERSION 0 REVISION/ Appropriation	REVISED PLAN VERSION 0 (Optional)
33-00146-01-02	AECOM Consulting	5201040	Fees to Prof Contractors	\$0.00	\$3,115,699.00	\$3,115,699.00
33-00146-05-01	Administration	5201090	Administrative Cost	\$667,000.00	-\$667,000.00	\$0.00
33-00146-01-06	Unallocated Appropriations	5406530	Indirect Costs	\$2,000,000.00	-\$2,000,000.00	\$0.00
			TOTALS	\$2,667,000.00	\$448,699.00	\$3,115,699.00

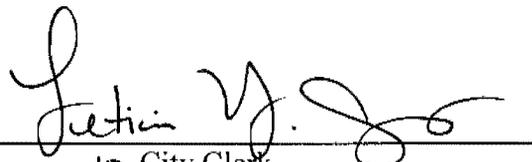
**SECTION 5.** The amount of \$3,115,699.00.00 from SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00146 Master Plan at San Antonio International and is authorized to be encumbered and made payable to AECOM USA Group, Inc. for developing an Airport Master Plan for the San Antonio International Airport.

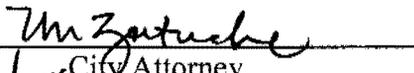
**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 7.** This Ordinance shall become effective immediately after passage upon the receipt of eight affirmative votes, or, in the absence of eight affirmative votes, ten days after passage.

**PASSED AND APPROVED** this 2nd day of April, 2009.

  
 M A Y O R  
**PHIL HARDBERGER**

ATTEST:   
 City Clerk

APPROVED AS TO FORM:   
 for City Attorney

**PROFESSIONAL SERVICES AGREEMENT  
AT THE  
SAN ANTONIO INTERNATIONAL AIRPORT**

This Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation acting by and through its Aviation Director, and AECOM USA Group, Inc. (hereinafter referred to as "Consultant") by and through its designated officer(s) pursuant to its by-laws or a resolution of its Board of Directors, both of which may be referred to herein collectively as the "Parties".

**IN CONSIDERATION** of the mutual covenants, terms, conditions, privileges and obligations herein contained, City and Consultant do hereby agree as follows:

**I. DEFINITIONS**

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

- 1.1 "Airport" means the San Antonio International Airport
- 1.2 "Director" means the director of the City's Aviation Department, as designated representative of the Department of Public Works.
- 1.3 "Project" means the completion of the Airport Master Plan Development for which Consultant's professional services, as set forth in the Scope of Services, are to be provided pursuant to this Agreement.

**II. PERIOD OF SERVICE**

- 2.1 This Agreement shall take effect on the eleventh (11<sup>th</sup>) calendar day after it is approved by the San Antonio City Council or upon execution by both parties, whichever date is later, and continue in full force and effect for the period required for completion of the duties as set forth in the Scope of Services. Performance shall commence upon execution of this contract by the Director or his designee, and shall terminate upon substantial completion of Consultant's duties as set forth in the Scope of Services and upon written acceptance by City of Consultant's work product or services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.
- 2.2 If funding for the entire Project is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**III. SCOPE OF SERVICES**

- 3.1 Consultant, in consideration for the compensation herein provided, as outlined in Article V. COMPENSATION, shall render the required professional services in connection with the Project, as more specifically outlined in Exhibit 1, Scope of Services.
- 3.2 Consultant shall complete all Project work within the Scope of Services in compliance with this Agreement, in a timely fashion, and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project. Time is of the essence and Consultant shall perform all services required pursuant to this Agreement in accordance with the time frames set out in the Project Work Plan included in the Scope of Services.

3.3 All services and work performed under this Agreement must be conducted in full conformance with the Texas Professional Practice Act. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

#### **IV. COORDINATION WITH THE CITY**

4.1 Consultant shall hold periodic conferences with Director or his designee, so that the project, as developed, shall have the full benefit of City's experience, and knowledge of existing needs and facilities, and be consistent with the City's current policies and standards. No more than two conferences shall be held per phase, unless otherwise agreed to by Parties. City shall make available, for Consultant's use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this Project as may be requested by Consultant at no cost to Consultant.

4.2 The Director or his designee shall act on behalf of City with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

4.3 City shall provide written notice to the Consultant of any errors or omissions discovered in the Consultant's services, or performance, or of any development that affects the scope or timing of Consultant's services.

4.4 Consultant shall complete all applications and furnish all required data, as set forth in the Scope of Services, compiled by Consultant for City's use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Project as may be necessary for completion of the Project. Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article V, COMPENSATION.

#### **V. COMPENSATION**

5.1 For and in consideration of the services to be rendered by Consultant, City shall pay Consultant a fee not to exceed that set forth in this Article V, COMPENSATION. Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

5.2 Basis for Compensation and Invoicing. The total compensation for Consultant's base work, to include all travel and other expenses, as defined in the Scope of Services shall be the lump sum of \$3,115,699.00 ("Base Fee") in accordance with Consultant's Fee Schedule which is attached hereto as Exhibit 2. Consultant acknowledges that such lump sum fee shall be full and final compensation for all services, travel and other expense to be performed pursuant to or associated with the Scope of Services. Consultant may submit invoices no more than once monthly. Such invoices must show: a) the percentage of total services completed in the preceding month, b) a summary of the services performed during the period covered by the invoice, c) the amount due for the services, and d) any other evidence required by the Director or his designated representative. The amount of partial payment due for services rendered shall be a percentage of the lump sum fee equal to the percentage of services performed during the period covered by the invoice. Once Consultant has completed the performance of all services and provision of all deliverables delineated in the Scope of Services to the full satisfaction of the City, as solely determined by the City, the City shall pay Consultant the total amount owed less any amounts paid under the monthly invoices.

5.3 Modifications Consultant and City acknowledge that the Base Fee, as set out above, has been established based upon the total estimated costs of services to be rendered under the Agreement. Compensation for additional services shall be subject to renegotiation in accordance with Section 5.4 below.

5.4 Additional Professional Services Consultant may be required to perform the additional services in connection with this Agreement including, but not limited to, the following:

- (a) Acting as an expert witness in any litigation with third parties, arising in connection with the Project, including the preparation of data and reports and providing testimony as necessary.
- (c) Additional copies of reports, drawings and specifications over the number specified in the base Agreement.
- (d) Additional appearances before the City Council over the number specified in the Scope of Services, if any.

5.5 Compensation for Additional Professional Services. Compensation for such additional services shall be subject to prior City Council appropriation by separate City Ordinance, of any additional funds required to cover such services. Should Consultant be directed in writing by Director to perform these services, compensation shall be paid by City to Consultant as authorized in writing by Director, based on one or more of the following:

- (a) Rate for testimony - to be negotiated.
- (b) Negotiated hourly rate with a stated maximum not to be exceeded.
- (c) Reimbursement of non-labor expenses and City directed subcontract expenses - invoice cost plus a 10% service charge.
- (d) Lump sum per item of work - to be negotiated.
- (e) Lump sum to be negotiated

5.6 Consultant Expenses Consultant shall adhere to the Aviation Department Consultant and Contractor Reimbursable Expense Policy, attached hereto as Exhibit 3, governing expenditures.

5.7 Right to Audit. The Consultant will provide supporting evidence necessary to substantiate charges related to the contract and allow the City to access Consultant's "records" associated with this Agreement. Consultant's "records" shall be made available within two weeks of the written request for open inspection, audit, and/or reproduction during normal business working hours. Such audits may be performed by a City's representative or an outside representative engaged by City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three years after final payment or longer if required by law. The City's representatives may (without limitation) conduct verifications such as counting employees at the Project site, verifying information and amounts through interviews and written confirmations with Consultant's employees, field and agency labor, subcontractors, and vendors.

5.7.1 Consultant's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Contract Document. Such records shall

include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger, and any other consultant records which may have a bearing on matters of interest to the City in connection with the consultant's dealings with the City to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- (a) Compliance with contract requirements for deliverables
- (b) Compliance with City's Consultant and Contractor Reimbursable Expense Policy
- (c) Compliance with contract provisions regarding the pricing of change orders
- (d) Accuracy of Consultant representations regarding the pricing of invoices
- (e) Accuracy of Consultant representations related to claims submitted by the Consultant or any payees.

5.7.2 Consultant shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by ensuring that the City's right to audit requirements set forth herein are contained in a written contract between Consultant and payee. Consultant will ensure that the City has the same right to audit all payees that it has to audit Consultant under the terms of this Agreement.

5.7.3 City's authorized representative or designee shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, in order to conduct audits in compliance with this article.

5.7.4 If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Consultant to the City in excess of three percent (3%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

## VI. OWNERSHIP AND RETENTION OF DOCUMENTS

6.1 Any and all documents, papers, records, writings, media or information in whatever form and character created by Consultant pursuant to the provisions of this Agreement and pertinent to the services rendered hereunder, (hereinafter "Documents") shall be the exclusive property of City; and such Documents shall not be the subject of any copyright or proprietary claim by Consultant. Consultant understands and acknowledges that as the exclusive owner of any and all Documents, City has the right to use all Documents as City desires, without restriction.

6.2 All of the Consultant's documentary work product reports and correspondence to City under this Agreement shall be the property of the City and, upon completion of this Agreement; such documentary work product shall be promptly delivered to City in a reasonably organized form, without restriction on its future use by City. The above notwithstanding, the Consultant shall retain all rights in any standard drawing details, designs, specifications, databases, computer software and any other proprietary information it may provide pursuant to this Agreement, whether or not such proprietary information was modified during the course of providing the services hereunder. The Consultant may retain for its files any copies of documents it chooses to retain and may use Consultant's work product as it deems fit. Any materially significant work product lost or destroyed by the Consultant shall be replaced or reproduced at the Consultant's non-reimbursable, sole cost.

6.3 Upon completion or termination of the Project, or upon request by the City, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the City and shall be delivered at no cost to the City without restriction on future use. The City shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense.

6.4 The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than four (4) years after final payment is made and all pending matters are closed. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

6.5 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

6.6 All rights to inventions and materials generated under this contract, if any, are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the City.

## VII. TERMINATION OF AGREEMENT

### 7.1 Termination Without Cause.

7.1.1 This Agreement may be terminated by City without cause, prior to Director giving Consultant written Notice to Proceed, should Director, in his sole discretion, determine that it is not in City's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the

notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Consultant.

7.1.2 This Agreement may be terminated by the City at any time after issuance of the Director's Notice to Proceed, either for the City's convenience or because of Consultant's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City.

7.1.3 If the termination is for the convenience of the City, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should City choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work, performed during time between the issuance of the City's notice of termination and the actual termination date.

7.1.4 If the termination is due to Consultant's failure to fulfill its obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the City for any additional cost occasioned to the City thereby.

7.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 7.1.3 of this clause.

7.1.6 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.1.7 This Agreement may be terminated by the Consultant, at any time after issuance of the Director's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

7.2 Defaults With Opportunity for Cure. Should Consultant fail, as determined by the Director, to satisfactorily perform the duties set out in Article III. SCOPE OF SERVICES; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the City shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, City shall have the right, without further notice, to terminate this Contract in whole or in part as City deems appropriate, and to contract with another Consultant to complete the work required by this Agreement. City shall also have the right to offset the cost of said new agreement with a new Consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of City to mitigate its losses.

7.3 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, City may immediately terminate this Contract, in whole or in part, "for cause":

7.3.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to City in connection with this Agreement or its performance hereunder; or

7.3.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

7.3.3 Consultant fails to cure, or initiate steps reasonably calculated to cure, a default listed in Section 9.3 below, within the time period required for cure; or

7.3.4 Consultant violates any rule, regulation or law to which CONSULTANT is bound or shall be bound under the terms of this Agreement; or

7.3.5 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of the Agreement; or

7.3.6 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

7.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s), as the City may designate, at no additional cost to City. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to City. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

7.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. **Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

7.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

## VIII. SUSPENSION OF WORK UNDER AGREEMENT

8.1 Right of City to Suspend. City may suspend this Agreement for any reason, with or without cause upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Consultant of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension.

8.2 Consultant's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the City, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by City and such termination shall be subject to all the requirements set out in Paragraphs 7.5 and 7.6 above, related to the Orderly Transfer and Fee Payment.

8.3 Procedures Upon Receipt of Notice of Suspension.

8.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

8.3.2 Consultant shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

8.3.3 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

8.3.4 During the period of Suspension, Consultant shall have the option to at any time submit the above referenced statement to the City for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the City under this Agreement, adjusted for any previous payments of the fee in question.

8.3.5 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by City of Consultant's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

8.3.6 Upon the above conditions being met, the City's review of the submissions and finding the claimed compensation to be appropriate to the terms of this agreement, the City shall pay Consultant that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the City, adjusted for any previous payments of the fee in question.

## IX. INSURANCE REQUIREMENTS

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish an original completed Certificate of Insurance to City's Aviation Department, which shall be clearly labeled "Airport Master Plan," which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to City. City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to City's Aviation Department, and no officer or employee shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and to modify insurance coverage and limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the City allow modification whereupon the City may incur increased risk.

9.3 Consultant's financial integrity is of interest to City, therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to City, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims Made Form)	\$2,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in this Agreement for Notice, within ten (10) days of the requested change. Consultant shall pay any costs incurred as a result of said changes.

9.5 Consultant agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name City and its officers, employees, and elected representatives as additional insureds by endorsement as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of City.

9.6 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Consultant shall notify City of such and shall give such notices not less than thirty (30) days prior to the change, if Consultant knows of said change in advance, or ten (10) days notice after the change, if the Consultant did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to City at the following address:

City of San Antonio  
Aviation Department, Planning & Development  
9800 Airport Blvd.  
San Antonio, Texas 78216

In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof. A stop work order given to Consultant by City in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

9.9 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City of San Antonio for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

## X. INDEMNIFICATION

10.1 Consultant whose work product is the subject of this contract for professional services and other related professional services, agrees to INDEMNIFY AND HOLD CITY, ITS OFFICERS AND EMPLOYEES, HARMLESS against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may **ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONSULTANT'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES** while in the exercise of performance of the rights or duties under this Agreement.

10.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

10.3 CONSULTANT shall promptly advise the City, in writing, of any claim or demand against the City or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this contract.

10.4 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or other wise, to any other person or entity.

## XI. CONSULTANT'S LIABILITY AND STANDARD OF CARE

11.1 Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Acceptance of the final plans by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect or error in testing, reports, or assessments and work performed by Consultant, its employees, subcontractors, and agents.

## XII. CONSULTANT'S WARRANTY UNDER THE PROFESSIONAL SERVICES PROCUREMENT ACT

12.1 Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the City shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the

warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the City from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing municipal employment of professional and other professionals. Accordingly, Consultant further pledges and warrants its best and most competent professional efforts to secure to the City the benefits of the agreement.

### **XIII. ASSIGNMENT OF RIGHTS OR DUTIES**

13.1 By entering into this Agreement, City has approved the use of any subcontractors identified in Consultant's Proposal. No further approval shall be needed for Consultant to use such subcontractors as are identified in Consultant's Proposal.

13.2 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of City. Professional services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the San Antonio City Council, by approval and passage of an ordinance therefore. Any other services to be performed under this Agreement may be subcontracted upon the written approval of Director. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City in accordance with this Article.

13.3 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, City may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

13.4 Consultant agrees to notify Director of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to City under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article VIII, Termination.

### **XIV. INDEPENDENT CONTRACTOR**

14.1 Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant, or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Consultant, its officers, agents, employees,

contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

14.2 No Third Party Beneficiaries - For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

## **XV. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

15.1 It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs) as defined under 49 CFR Part 26, shall have “equality of opportunity” to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) and the FAA in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT or FAA-assisted projects the DBE program requirements of 49 CFR Part 26 apply to the contract.

15.2 The Consultant agrees to employ good-faith efforts (as defined in the Aviation Department’s DBE Program) to carry out this policy through award of sub-consultant contracts to disadvantaged business enterprises to the fullest extent participation is consistent with the performance of the Aviation Department Contract, and/or the utilization of DBE suppliers where feasible. Consultants are expected to solicit bids from available DBE’s on contracts which offer subcontracting opportunities.

15.3 Consultant specifically agrees to comply with all applicable provisions of the Aviation Department’s DBE Program. The DBE Program may be obtained through the airport’s DBE Liaison Officer at (210) 207-3505 or by contacting the City’s Aviation Department.

15.4 The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate. Consultant agrees to include this clause in each sub-consultant contract the prime consultant signs with a sub-consultant.

15.5 The Consultant agrees to pay each sub-consultant under this Contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contract receives from the City of San Antonio. The Consultant further agrees to return retainage payments to each sub-consultant within fifteen (15) days after the sub-consultant’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE and non-DBE sub-consultants.

15.6 All changes to the list of sub-consultants submitted with the proposal and approved by the City or Aviation Department, excluding vendors shall be submitted for review and approval by Aviation Department's DBE Liaison Office for approval when adding, changing, or deleting sub-consultants on airport projects. Consultants shall make a good-faith effort to replace DBE sub-consultants unable to perform on the contract with another DBE.

15.7 During the term of this Agreement, the Consultant must report the actual payments made to all subcontractors to the City in a time interval and a format determined by the City. The City reserves the right, at any time during the term of this Agreement, to request additional information, documentation or verification of payments made to subcontractors in connection with this Agreement. Verification of amounts being reported may take the form of requesting copies of cancelled checks paid to participating DBEs and/or confirmation inquiries directly with participating DBEs. Proof of payment such as copies of check must properly identify the project name or project number to substantiate payment.

15.8 The Consultant shall comply with the DBE Compliance and Enforcement Policy attached hereto as Exhibit 4 Failure or refusal by a Proposer or Consultant to comply with the DBE provisions herein or any applicable provisions of the DBE Program, either during the proposal process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part.

#### **XVI. EQUAL EMPLOYMENT OPPORTUNITY**

**CONSULTANT** shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, **CONSULTANT** agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.

#### **XVII. RESERVED**

#### **XVIII. NOTICES**

Unless otherwise expressly provided elsewhere in this Agreement, 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 on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

#### **If intended for CITY, to:**

City of San Antonio  
Attn: Mr. Dan Gallagher  
Aviation Department/Planning & Development  
9800 Airport Blvd  
San Antonio, Texas 78216

#### **If intended for Consultant, to:**

Jay Beratan, PE  
AECOM Transportation  
1700 Market St, Suite 1700  
Philadelphia, PA 19103

## **XIX. CONFLICTS OF INTEREST**

19.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

19.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that it has tendered to City's a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

## **XX. SOLICITATION**

20.1 Consultant warrants and represents that he has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, nor paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. This representation constitutes a substantial part of the consideration for the making of this Agreement.

## **XXI. AIRPORT SECURITY**

21.1 To the extent Consultant will be responsible for work which necessitates entrance to the Air Operations Area or other secure area of the Airport, this Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("Airport Security Act"), the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations promulgated under it. Consultant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Aviation Director, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, Consultant must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City. Consultant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement.

21.2 Consultant must comply with, and require compliance by its Subcontractors, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Aviation Director, Consultant must adopt procedures to control and limit access to the Airport Premises utilized by Consultant and its Subcontractors in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Consultant must have in place and in operation a security program for the Airport Premises utilized by Consultant that complies with all applicable laws and regulations. All employees of Consultant that require regular access to sterile or secure areas of the Airports must be badged in accordance with City and TSA rules and regulations.

21.3 Gates and doors located in and around the Airport Premises utilized by Consultant that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Consultant at all times when not in use, or under Consultant's constant security surveillance. Gate or door malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Consultant until the malfunction is remedied.

21.4 In connection with the implementation of its security program, Consultant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Consultant acknowledges that all such knowledge and information is of a highly confidential nature. Consultant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the City or the Aviation Director in advance in writing. Consultant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

## **XXII. CONTRACT CONSTRUCTION**

22.1 All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

## **XXIII. FAMILIARITY WITH LAW AND CONTRACT TERMS**

23.1 Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

## **XXIV. APPLICABLE LAW**

24.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.2 Provisions for Federally Assisted Professional Services Contracts. Notwithstanding the foregoing, this Agreement executed in connection with a Federally-assisted contract and is therefore subject to the federal provisions incorporated herein.

## **XXV. VENUE**

25.1 The obligations of the parties to this Agreement shall be performable in San Antonio, Bexar County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

## **XXVI. SEVERABILITY**

26.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

## **XXVII. FORCE MAJEURE**

27.1 In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

## **XXVIII. SUCCESSORS**

28.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

## **XXIX. NON-WAIVER OF PERFORMANCE**

29.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of CITY, such changes must be approved by the San Antonio City Council.

29.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **XXX. PARAGRAPH HEADINGS**

30.1 The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

## **XXXI. LEGAL AUTHORITY**

31.1 The signer of this Agreement for CITY and Consultant each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Consultant respectively, and to bind City and Consultant to all of the terms, conditions, provisions and obligations herein contained.

**XXXII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

32.1 By execution of this Agreement, the undersigned authorized representative of Consultant certifies, and the City relies thereon, that neither Consultant, nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department;

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

32.2 Consultant shall provide immediate written notice to City, in accordance the notice provisions of this Agreement, if, at any time during the term of this contract, including any renewals hereof, Consultant learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

32.3 Consultant’s certification is a material representation of fact upon which the City has relied in entering into this Agreement. Should City determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the City may terminate this Agreement in accordance the terms of this Agreement.

**XXXIII. ENTIRE AGREEMENT**

33.1 This Agreement, together with its authorizing ordinance, Exhibits and Attachments, embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties and approved by ordinance passed by the San Antonio City Council.

33.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

EXECUTED ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

ATTEST:

CITY OF SAN ANTONIO, TEXAS

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Michael J. Sawaya,  
Interim Aviation Director

APPROVED AS TO FORM:

CONSULTANT: COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney

Federal Tax ID # \_\_\_\_\_

**EXHIBIT 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
AT THE  
SAN ANTONIO INTERNATIONAL AIRPORT**

**SCOPE OF WORK**

# Scope of Work

## VISION 2050 AIRPORT MASTER PLAN

### INTRODUCTION

This Scope of Work describes tasks to be performed by the AECOM Team (Consultant) in assisting the City of San Antonio (the City) with the completion of the Vision 2050 Airport Master Plan for San Antonio International Airport (the Airport or SAT).

### Objectives

The primary objectives of the Master Plan are as follows:

Define the role of the Airport in the regional, national, and global economy through the year 2050

Establish a plan to meet future regional aviation needs while preserving flexibility

Optimize aviation facilities to enhance air service opportunities

### Generalized Schedule and Work Plan

The proposed Vision 2050 Airport Master Plan work plan is provided on the following page. As presented in Figure 1, the work plan is anticipated to be completed in 18 months. This scope includes the three phases which include the following elements:

#### Phase 1 – NEEDS

- Element 1 Visioning and Existing Conditions
- Element 2 Aviation Demand Forecast
- Element 3 Facility Requirements

#### Phase 2 - SOLUTIONS

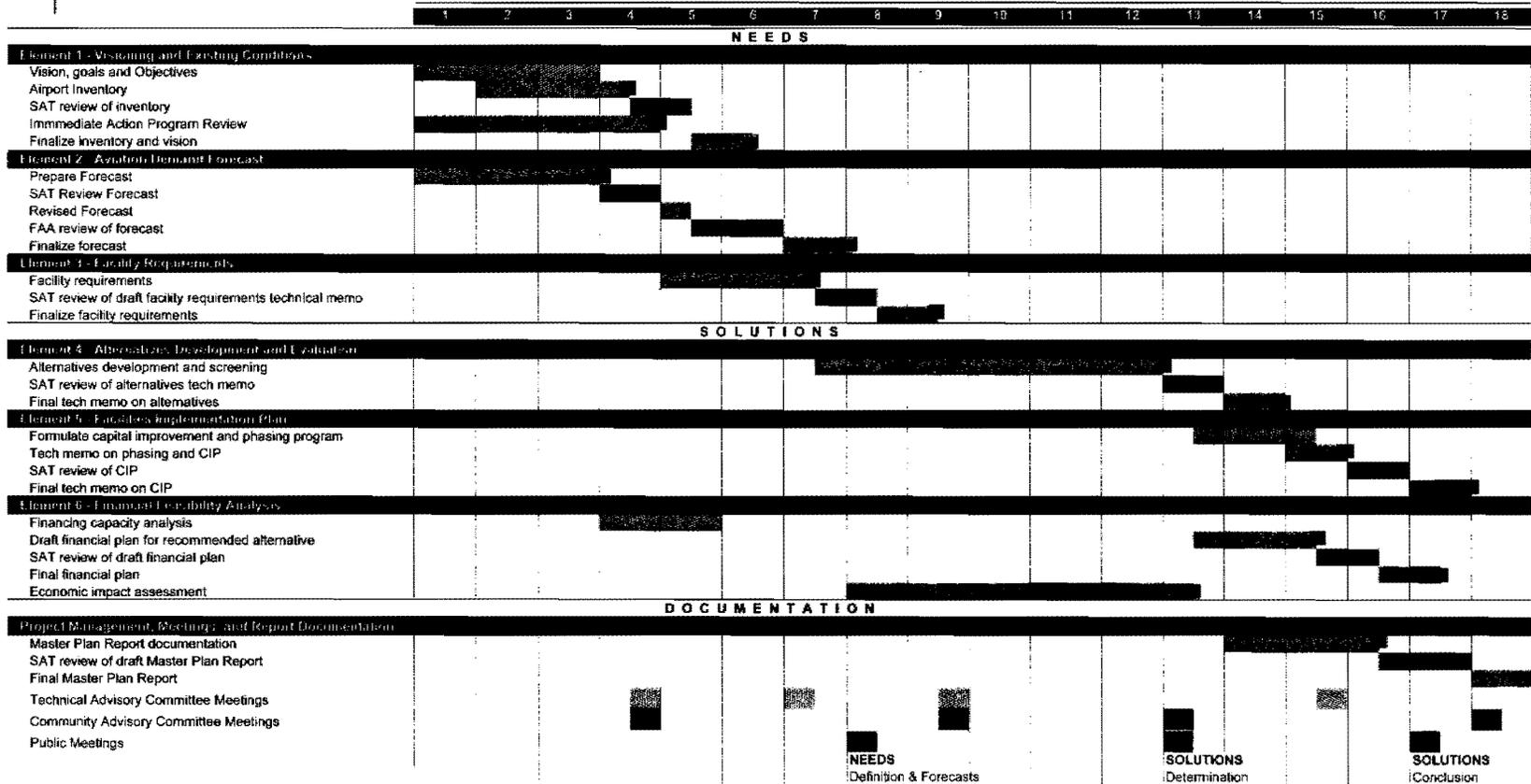
- Element 4 Alternatives Development and Evaluation
- Element 5 Facilities Implementation Plan
- Element 6 Financial Feasibility Analysis

#### Phase 3 - DOCUMENTATION

- Element 7 Project Management, Meetings, and Report Documentation

MASTER PLAN SCHEDULE  
San Antonio International Airport

Month



Color Legend

- Consultant Team effort
- San Antonio Aviation Department effort
- Technical Advisory Committee Meeting
- Community Advisory Committee Meeting
- Public Involvement Meetings
- Draft deliverable
- Final deliverable

Responsible Parties Legend

- AE = AECOM
- JC = Jacobs Consultancy
- MG = Michale Gallis & Associates
- GDC = Guerra, Deberry, & Coody
- SAT = San Antonio Aviation Dept
- SG = Sunland Group
- FAA = Federal Aviation Admin

Figure 1. Project Work Plan

## NEEDS

### Element 1—Visioning and Existing Conditions

The Consultant will build the technical and strategic foundation for the Vision 2050 Airport Master Plan. This will include establishing the project coordination structure, conducting technical reviews and analysis, and establishing the context and regional opportunities upon which the Vision will be developed.

#### Task 1.1 Establish Project Committees

In Task 1.1, the Consultant will work with the City to establish committees and groups that can provide effective guidance and advice over the duration of the project. This will include:

**Ad Hoc Regional Committee.** The Ad Hoc Regional Committee will be a high-level, policy-oriented group that will guide the efforts of the Consultant throughout the project. It is expected that this group will include members of the City, City of San Antonio Executive Team (City Manager; Assistant City Managers), Bexar County, Port San Antonio, VIA Metropolitan Transit, Texas Department of Transportation and suburban mayors.

**Technical Advisory Committee.** The Technical Advisory Committee will include representatives of the City as well as key stakeholders that have a particular technical knowledge or orientation that can contribute to the development of an effective development plan. This may include staff members of the groups listed above and others as appropriate.

**Community Advisory Committee.** The Community Advisory Committee will include the chair of the Air Transportation Advisory Commission (ATAC), business leaders and leaders of special interest groups who will offer input on historical, community, and regional information that will be considered in creating the best vision and development plan.

#### 1.1.1 Deliverables.

- The Consultant will work with the City to determine the appropriate people to make up each of these committees.
- The Consultant will assist the City in issuing invitations to prospective group members (Consultant will provide draft invitation letters to be signed by an appropriate City representative).
- The Consultant will provide meeting venues, schedules, agendas, appropriate meeting materials, and documentation of meeting results.

#### Task 1.2 Goal Setting and Visioning

Task 1.2 effort will result in the establishment of project goals that will be used to guide the vision and concept development process.

Developing a comprehensive and integrated vision for the Airport must take into account the regional benefits that accrue and are experienced by the regional community while mitigating potential negative aspects that occur and are experienced by the local community. This involves reaching out to more fully engage the regional community as well as providing the vehicle for meaningful input from the local community.

#### 1.2.1 City Goal Setting

The Consultant will work with City staff to assemble a set of goals that represent the starting position of the City. This will include informational meetings with staff members as well as a workshop format goal setting session.

### **1.2.2 External Regional Goals**

The Consultant will inventory and assess the goals established by other regional entities. The analysis will be focused to identify the goals that are relevant and common to those of the City.

### **1.2.3 Stakeholder Goals**

In addition to external entities, the Consultant will evaluate the goals of key individual stakeholders in the region. As in 1.2.2, this effort will identify common ground that can be leveraged as the master plan progresses.

### **1.2.4 Vision Development**

Based on the assembled goals and objectives and input from the Ad Hoc Committee, the City, and other key stakeholders, the Consultant will develop an appropriate Vision Statement. This will reflect the context of the Airport within the local, regional, and global perspective as well as the “desired-state” of future positioning.

### **1.2.5 Meetings**

The meetings expected during Task 1 include:

- Goals development workshop: two-day workshop on potential goals and issues in San Antonio (project team).
- Ad Hoc Regional Committee: 2 meetings
- Technical Advisory Committee: 1 meeting
- Community Advisory Committee: 1 meeting

### **1.2.6 Deliverables.**

- The Consultant will deliver a technical memorandum documenting the goals development process and results. This will include appropriate summaries of external goals as evaluated in 1.2.1 – 1.2.3.
- The Consultant will present the draft goals and objectives to the Ad Hoc Committee for consideration and will document any needed changes following that review. The Consultant will deliver a recommended set of goals and objectives in a public-friendly format for City’s approval. Upon approval by City, Consultant will publish and distribute the final project goals and objectives to all appropriate stakeholders.
- The Consultant will provide meeting venues, schedules, agendas, appropriate meeting materials, and documentation of meeting results.

### **Task 1.3 Airport Inventory**

The objectives of this task are to assemble critical base information and drawings needed to complete the Master Plan. To the extent possible, the consultant will minimize data gathering by utilizing previously gathered information from other studies, existing aerial mapping, in-house documents, and other available resources.

Task 1.3 will be completed in nine subtasks, corresponding to functional areas of the Airport, essential information needs, and related undertakings as follows:

- Airfield and airspace
- Passenger terminal complex
- Access and circulation roadways
- Air cargo
- General aviation
- Airline and airport support
- Infrastructure (pavement and bridges, utilities, MEP)
- Land use and regional development

## Environmental overview

The approach and scope of work for these tasks are described in the following sections.

Task 1.3 will be completed over a period of 4.5 months as indicated in the Work Plan. Coordination will be required among the consultant team, City staff, FAA staff, and other key stakeholders.

### **1.3.1 Airfield and Airspace**

The objectives of Task 1.3.1 are to gather and summarize current airfield and airspace data that will be required in subsequent master plan elements.

- Verify by field inspection that airfield facilities shown on the current Airport Layout Plan (ALP) are accurate and that existing features are depicted correctly. Modify existing drawings as appropriate to establish an airfield base drawing sufficiently accurate for purposes of the Master Plan.
- Assess whether existing airfield components meet current FAA airport design standards as identified in Advisory Circular 150/5300-13 Airport Design, Change 10. Non-conforming conditions shall be noted and incorporated in the inventory assessment report.
- Evaluate existing data and identify potential airspace obstructions that exist in the approach surfaces to the runways.
- Document current air traffic control systems, agreements and procedures to the extent required for the purposes of the Master Plan.

### **1.3.2 Passenger Terminal Complex**

The objectives of Task 1.3.2 are to gather and summarize current terminal complex data that will be required in subsequent master plan elements. The following are the principal terminal functional areas that need to be evaluated: ticketing lobby circulation and queuing areas; ticket counter frontage, positions, and self service check-in kiosks; security screening checkpoints areas (gross area only); baggage screening equipment areas (gross area only); outbound baggage make up areas and inbound baggage belt frontages (gross area only); passenger holdrooms; baggage claim lobby areas and baggage claim frontages; public and secure corridor widths; concessions and public amenities; and Federal Inspection Services (FIS).

- The City currently is preparing a detailed terminal inventory and will provide this data to Consultant. Consultant will augment City data as needed to ensure that sufficient terminal inventory data is available for the establishment of future requirements and development alternatives.
- Consultant will prepare an evaluation of the existing Federal Inspection Services (FIS) facilities with regard to available space for FIS functions and operational issues for passenger activity, including air carrier and general aviation passengers. The analysis will include an evaluation of the most appropriate location for FIS facilities.

This scope of work excludes any survey work that may be required by a licensed surveyor.

### **1.3.3 Access and Circulation Roadways**

The objectives of Task 1.3.3 are to gather and summarize current access and circulation data that will be required in subsequent master plan elements. The following are the principal access and circulation functional areas that will be evaluated: on-Airport circulation roadways; off-Airport access roadways; terminal curbsides; commercial roadway and commercial vehicle staging lots; public and employee parking; and rental car facilities.

- Inventory principal access and circulation facilities based on existing drawings and documentation. Confirm and update drawings as appropriate.

- Obtain available parking and roadway activity data from the City. It is assumed that the City will provide copies of available traffic studies, traffic forecasts, and traffic volume counts. The following factors will be identified:
  - Access roadways—volumes, splits, conditions, lane widths, and ownership
  - On-Airport and off-Airport parking lot capacities, revenue, and control types
  - Curbside—volumes, delay, and capacity
  - Public/private transportation—types, volumes, capacities, improvements, service areas
- Perform multilane, bi-directional 24-hour traffic volume surveys at up to 10 locations and turning movement counts at up to four intersections as needed to supplement available traffic volume data.
- Inventory and quantify ground operations related to private automobiles, trucking, taxis, public and mass transit, limousines, shuttle bus, and rental cars.
- Inventory rental cars—volumes, ownership, revenue, capacity, and other rental car operational and facilities data
- Review regional goals, objectives and plans related to the introduction of transit and multimodal service to the Airport.

#### **1.3.4 Air Cargo**

The objectives of Task 1.3.4 are to gather and summarize cargo data that will be required in subsequent master plan elements. The following cargo operators will be included: FedEx, United Parcel Service, CEVA Global Logistics, DHL, airline cargo services, freight forwarders, and other cargo handlers and identified by the City.

- Inventory and quantify on-Airport facilities, apron areas, and activities related to both air and ground cargo.
- Inventory and quantify nearby off-Airport (within 1 mile of airport boundaries and along key IH-35 and IH-10 corridors) cargo facilities such as warehouses, industrial parks, and rail and road access.
- Document the location, size, and use of each facility.

The inventory will be based on existing reports, drawings, and “windshield surveys”.

#### **1.3.5 General Aviation**

The objectives of Task 1.3.5 are to gather and summarize data related to general aviation facilities that will be required in subsequent master plan elements. The approach assumes limited data collection related to general aviation and military facilities.

- Verify by field inspection that general aviation facilities shown on current drawings are accurate and that existing general aviation facilities are depicted accurately. Modify existing drawings as appropriate to create drawings sufficiently accurate for purposes of the Master Plan.
- Inventory general aviation facilities based on existing drawings and available documentation to include ramp space and strength, elevation restrictions, and aircraft parking restrictions in accordance with FAR 77.
- Meet with on-Airport FBOs to establish key issues and potential growth opportunities.
- Develop an understanding of existing and potential future general aviation opportunities at other regional airports.
- Make use of appropriate aviation industry trade data from organizations such as the National Business Aircraft Association (NBAA) and the General Aviation Manufacturers Association (GAMA).

#### **1.3.6 Airline and Airport Support**

The objectives of Task 1.3.6 are to gather and summarize data related to airline and airport support facilities that will be required in subsequent master plan elements. The following are the principal airline and airport support facilities that will be evaluated: aircraft rescue and fire fighting facilities (ARFF), airline administration facilities, airport administration facilities, flight kitchens, aircraft fuel storage and delivery systems, glycol and deicing storage, storm water management facilities, and equipment storage and maintenance areas.

- Verify by field inspection that airline and airport support facilities shown on current drawings are accurate and that existing support facilities are depicted accurately.
- Inventory airline and airport support facilities based on existing drawings and documentation.
- Assess fuel system storage distribution capacity and review related environmental conditions.

### **1.3.7 Infrastructure**

The objective of Task 1.3.7 is to gather and summarize current data related to infrastructure (i.e., pavements, utilities to include building [MEP] systems) that will be required in subsequent master plan elements. Buildings outside the passenger terminal complex, and other non-essential/support building otherwise not mentioned will not be assessed. Regarding Terminal 2, the Consultant will also inventory the current City and TSA tenant space for future analysis.

Assessments herein will be based on expert judgment and will not include testing of materials, pavements, or other infrastructure.

#### **Pavements:**

Major pavements include airfield facilities (runway, taxiways, aprons, etc.) and terminal parking aprons.

Conduct a high-level visual inspection of facilities (e.g., 2 persons, 2 days in the field) including digital photography of all key facilities with particular emphasis on facilities that are candidates for major renovation or demolition. The Consultant will interview appropriate City maintenance staff to identify any major potential problems and/or opportunities. The City will provide any recent pavement survey data related to the Pavement Condition Index (PCI) to the Consultant.

Prepare a color-coded drawing illustrating the general condition of pavement (e.g., good, fair, poor). Identify pavements which could require replacement within the planning horizon of the Vision Plan.

Develop preliminary "order-of-magnitude" cost and phasing estimates for major renovation or replacement projects that will be necessary over the Vision Plan planning horizon. These cost and phasing estimates will be developed using gross area and unit cost assumptions. These preliminary cost estimates will be used when assembling ultimate development concepts for the Airport.

#### **Utilities:**

The following utilities will be assessed: electrical/power, water (potable and fire fighting), sanitary sewer, and natural gas.

- Prepare a description and inventory of the major infrastructure elements that service the Airport's utility demands.
- Obtain historical consumption data as appropriate and quantify future utility loads, needs, and constraints.
- Define utility protection recommendations as part of the inventory of existing utilities. The security of the on-site utility systems and risk for outage will be considered in developing

recommendations for protection of the infrastructure and the development of a redundancy plan. The utility service to the airport will also be evaluated for need in providing redundancy.

### **1.3.8 Land Use and Regional Development**

The objectives of Task 1.3.8 are to understand regional development as it relates to Airport development and to assess land use opportunities and constraints both on-Airport and in the vicinity of the Airport.

- Update drawings illustrating existing and proposed on-Airport land uses.
- Review and assess Airport land development opportunities and constraints considering topography, wetlands, soils, the results of the infrastructure assessment, the results of the environmental overview and other site conditions.
- Obtain and review relevant local and regional development plans, including available reports describing potential regional access improvements.
- Prepare an opportunities and constraints map highlighting (1) areas that could potentially be developed or renovated and (2) significant constraints to development (e.g., wetlands, etc.).
- Assemble other necessary base planning data including data related to on-Airport and adjacent land uses, zoning regulations and planning studies for adjacent off-Airport public and private properties, regional transportation facilities, socioeconomic activity, demographics, and real estate and economic development in the Airport environs.

### **1.3.9 Environmental Overview**

The objectives of Task 1.3.9 are to collect key environmental source data, identify major environmental issues that could constrain potential development sites, and inventory major environmental issues that will require further consideration during the Master Plan.

- Conduct initial investigation to identify environmental constraints, with focus on water and air quality.
- Identify key environmental regulations and requirements that could materially affect the planning for improvements at the Airport.
- Prepare a drawing illustrating major environmental opportunities and constraints.
- Identify the following environmental factors to a master plan level of detail:
  - Historical data – formation of the Airport, property ownership
  - Local/Regional data – municipal and political boundaries, zoning, land use, height zoning ordinances, etc.
  - Topography – surface and subsurface storm drainage, ground water, and floodplains.
  - Soils – types and characteristics
  - Noise – noise contours (from prior studies), noise zoning overlays, and current abatement procedures
  - Meteorology – data from NOAA for FAA for wind analysis, ceiling, and visibility analyses (wind observation data to be purchased for IFR and CAT II/III conditions)
  - Air quality – current EPA findings, regional status, data, and regulations
  - Water quality
  - Solid waste – nearby landfill data, waste generation and disposal
  - Geological features
- Establish a framework for sustainability within the Master Plan document.
- Based on data provided by City, identify on-Airport hazardous materials sites that potentially could require remediation.

### **1.3.10 Virtual Reality Model**

The success of this master plan hinges in large part on the effective communication of technical concepts and issues to non-technical audiences. The Consultant will approach this communication with a “show, don’t tell” philosophy which relies less on text and tabular explanations and more on graphical and animated simulations. To achieve this, the Consultant will develop a virtual reality model of the Airport and its immediate surroundings. This will include:

- Collect and Review Existing 3D Models
  - Collect any existing 3D models available from team members and the City
  - Determine the utility of existing models for use in the vision plan and incorporate elements into the comprehensive base model
- Collect Additional Data for the Airport and its Surrounding Area
  - Collect all necessary maps, digital files, photos and other relevant information for SAT and surrounding area
  - Acquire information on-site, through online sources as well as the City and Consultant team members
  - Include major elements that are visible within the Airport property:
    - Airfield
    - Terminals
    - Roadways
    - Buildings / Structures
    - Signage
    - Topography
    - Vegetation
  - Include the surrounding context/areas that may be affected by the Vision Plan:
    - Topography
    - Roadways
    - Neighborhoods / communities / downtown
- Develop 3D Base Model
  - Integrate any existing models with the raw baseline data collected from earlier tasks and develop a comprehensive 3D model
  - Develop a 3D model using industry standard software
  - Structure the model development so that major components can be easily hidden or visible for phasing purposes
  - Develop a model with the highest level of accuracy and optimized for ease of use
  - Include realistic color textures that represent the environment as accurately as possible
- Develop Renderings
  - Develop high resolution, high quality color renderings from multiple viewpoints using the 3D base model (can be customized for use in stakeholder presentations)
- Develop 3D Animated Fly-through
  - Produce a series of 3D animations that will represent a baseline existing condition in and around the Airport (can be customized for stakeholder presentations)

### **1.3.11 Deliverables**

The deliverable for Task 1.3 will be a technical memorandum that summarizes the findings of the inventory prepared in a format facilitating its inclusion as a chapter in the Master Plan report. The consultant will submit a draft working paper to City staff for review and revise the draft based on staff comments. The deliverable for the virtual reality model will be the base model, renderings and the animated fly-through.

#### **Task 1.4 Immediate Action Program Review**

Within the first 120 days from the effective date of the contract, Consultant will perform a review of the two improvements listed in the subtasks below. This deliverable will consist of technical memoranda for each subtask.

##### **1.4.1 Terminal 2 Decommissioning**

This subtask will include the analysis of, and recommendations for, the relocation of these City departments to enable complete demolition of Terminal 2: Police, Planning and Development, Fiscal Operations, and Airport Operations. It will also address the feasibility of relocating TSA staff from Terminal 2 to the FIS area of Terminal 1.

##### **1.4.2 Terminal C Implementation Planning**

The Consultant will provide a summary review of the optimal timing, phasing and financing of proposed Terminal C.

#### **Element 2—Aviation Demand Forecast**

The City recently initiated a Terminal Area Forecast (TAF) and Runway Capacity Feasibility Study. The TAF element includes a forecast of aviation activity designed to meet Federal Aviation Administration (FAA) requirements, however this forecast will not have sufficient detail to meet master planning needs. For example, the Master Plan requires detailed derivative forecasts, such as peak period activity, aircraft fleet mix, future flight schedules, and other projections, and these are not needed for the TAF update. Therefore, Consultant will coordinate closely with the City and the City's TAF consultant to provide input to the TAF analysis and make maximum use of the research, analyses, and output from the TAF project. Consultant will act in a peer review capacity for the TAF work, which is scheduled to occur prior to the Master Plan forecast effort.

##### **Task 2.1 Data Collection of Historical Activity**

This task will involve compiling and summarizing historical aviation activity levels for the Airport and evaluating the characteristics of the aviation activity. Data from the Airport and other sources such as T100, OAG schedules, and tower counts and will be reviewed. Characteristics of the aviation demand to be examined include passenger enplanements, operations, and cargo tonnage. Additionally characteristics of the aviation activity such as annual, daily and hourly peaking; fleet mix; air carrier, commuter, GA, and military activity; and typical day activity will be evaluated.

##### **Task 2.2 Compile and Review Existing Forecasts and Survey Data**

As an initial step in the planning process, recent forecasts prepared for SAT including the FAA's Terminal Area Forecast will be identified and reviewed to define their adequacy, base of assumptions, methodology and results/outputs to provide a base of comparison for the unconstrained forecast developed.

##### **Task 2.3 Conduct Passenger Intercept Survey at SAT**

This task consists of passenger surveys to obtain basic information on airport access, trip patterns and characteristics, demographics and determinants of airport choice. This information is critical in determining future demands affecting airports and airspace, roadways, parking lots, inter-terminal connectors and other services, both on and off the airport.

The air passenger survey will be a self-administered questionnaire distributed to departing air passengers and collected prior to boarding at selected gates. The sampling will be structured to represent the overall distribution of air passenger traffic by airline, and by domestic and international passengers. The surveying shall be representative of typical loads by time of day

and day of week for the period under study, to the extent practical. This sampling plan will be developed using information published in the Official Airline Guide (OAG) flight guide and airport passenger records.

One of the primary outputs of the surveys is geo-coding the local passenger origin. This is the local home or business zip code for residents and hotel, resort, or other local address for visitors. Maps showing a breakdown of local origins by zip code will be produced.

#### **Task 2.4 Compile Socioeconomic Data for Catchment Area**

Obtain sub-county level data.

#### **Task 2.5 Analyze Historical Air Service**

Passengers, aircraft operators, airlines, and shippers have discretion about which airport in the region they will use. Marginal propensity to travel by air will vary with the convenience, price, and accessibility of air transportation. Understanding these factors is critical in order to evaluate demand in the region as a whole and why airlines and passengers choose SAT over the other airports in the region. Understanding the service patterns and competitiveness of the major carriers is crucial to projecting their future behavior. Consultant will also evaluate the potential opportunities for the region to gain future international air service. Specifically, Consultant will analyze 2-year, 5-year, and 10-year opportunities for direct lift to Europe on at least a once per week basis. We will also assess opportunities for service to the Far East, given the economic growth potential within the air service area.

#### **Task 2.6 Determine Planning Activity Levels**

In coordinating with the project team, planning activity levels will be chosen for the future milestone analysis.

#### **Task 2.7 Develop Models for Forecasting Passenger Demand**

This subtask will include a review of historical and projected factors that influence aviation demand and the determination of the appropriate factors to be included as variables in the forecast algorithm. Factors to be reviewed include ticket prices (yield), local and national economic variables, and population. Additionally this sub task will review airline industry factors that could affect aviation demand including airline consolidation, alliances, alternative technologies, the impact of low fare carriers, and the impact of implementing Texas High Speed Rail that would connect San Antonio to Dallas, Houston, and Austin. Models will be developed that correlate historical origin and destination (O&D) passengers with these independent factors. Separate models will be developed for domestic and international enplanements. These models will use multi-linear regressions to correlate the dependent and independent variables.

A separate model will be developed to forecast connecting passengers, both domestic and international. This model will likely use trend analysis coupled with carrier-specific assumptions about the movement of passengers through the airlines' systems.

#### **Task 2.8 Develop Passenger Aircraft Operations Forecast**

The aircraft operations forecast is derived based upon the enplaned passenger forecast, average annual load factors, and average annual aircraft gauge (seats per departure) by sector. The analysis will calibrate average annual load factors, fleet mix and other metrics to construct a defensible activity forecast. The fleet mix will be based on existing carriers' fleets, aircraft orders, and industry trends.

Subsequent analysis will derive forecasts of peak month average day and peak hour statistics as required for detailed facility planning.

The Consultant will develop realistic flight schedules based on the forecasts representing average-day peak month activity. From the flight schedules and assumptions related to load factors, passenger arrival patterns and other characteristics (e.g., group size, checked baggage, method of check-in), the Consultant will estimate facilities requirements using the most appropriate demand.

### **Task 2.9 Develop Air Cargo Tonnage Forecast**

Air cargo is a critical element in the economic vitality of the region. Air cargo is becoming an increasingly intermodal product. Users are more interested in when their shipments are delivered, and not in how they actually get to the destination. Cargo carriers will change modes when it is economically advantageous to do so. Thus, cargo needs to be evaluated in the broader context of the cargo shipment industry as a whole, not just as a single mode of transportation.

The recommended approach to cargo forecasting mixes quantitative and qualitative techniques. Quantitative techniques assure that the result is technically sound. The qualitative aspect gives our forecasters the ability to influence the forecasts with their judgments about the industry. The inter-disciplinary quality of our team allows us to combine multiple outlooks in making a single forecast. Several alternative approaches will be considered to prepare the forecast, including socioeconomic based techniques (such as cargo tonnage per capita and PCPI) and share of total worldwide and world-region cargo volumes.

Given the objectives of this project, Consultant will give special attention to the international air cargo segment. The intent will be to understand the future international air cargo potential given the economic direction and goals of the region and to develop an appropriate forecast for this segment.

The forecast will identify the tonnage split between domestic and international origins and destinations. The volume transported in the belly of passenger aircraft versus the amount flown in freighters will be forecast.

### **Task 2.10 Develop Non-Scheduled Aircraft Operations Forecast**

All-cargo operations will be forecast by first analyzing the historical enplaned tons per departure statistics for all-cargo operators, and the all-cargo share of total regional enplaned cargo and mail. Industry trends will be evaluated in terms of retirements of aircraft from the passenger fleet, the cargo lift capacity of the cargo fleet, current air cargo fleet operating costs (as compared to potential supplies of less costly aircraft) and shipment types. Assumptions will vary between domestic and international cargo markets.

Non-commercial air taxi, general aviation and military aircraft operations will be projected using different methodologies for IFR and VFR traffic. IFR activity will be forecast based on a national forecast model and local trends in for these two user groups. The airport capacity and local policies for accepting these aircraft (especially new types of corporate aircraft such as the Boeing BBJ) will be considered. VFR activity will be forecast based upon local trends including based aircraft, aircraft utilization, and local flight restrictions. National trends for these factors will be considered and used to adjust local factors in future years, if necessary.

### **Task 2.11 Meetings**

This scope covers the meetings expected during Task 2 of the project.

- Forecast Workshop: 1-day workshop covering forecast scenarios and methodologies
- Ad Hoc Regional Committee: 1 meeting

- Technical Advisory Committee: 1 meeting
- Community Advisory Committee: 1 meeting

### **Task 2.12 Deliverables**

Deliverables for this Task include presentation materials for the Forecast Workshop, Ad Hoc, Technical, and Community meetings, and documentation of meeting results and conclusions.

Forecast Technical Memorandum. A Technical Memorandum will be prepared summarizing the aviation demand forecasts, suitable for review and approval by the FAA, and including the following elements.

- Unconstrained Passenger Forecast
- Unconstrained Air Cargo Tonnage Forecast
- Unconstrained Aircraft Operations Forecast
- Fleet Mix Forecast

### **Element 3—Facility Requirements**

The objectives of Element 3 are to prepare: (1) the requirements for the land areas and facilities to meet aviation demand forecast for the 5-year, 10-year, and 20-year planning horizons (i.e., baseline requirements); and (2) guidelines explaining how baseline requirements might change should the planning scenarios developed as part of Element 3 materialize.

Land area and facilities requirements will be prepared for three planning activity levels (PAL) corresponding to baseline 5-, 10- and 20-year forecasts based on (1) the results of prior studies, (2) stakeholder input, and (3) industry-accepted analysis methods. Requirements will be prepared in the following tasks, corresponding to functional areas of the Airport:

1. Airfield and airspace
2. Passenger terminal
3. Landside (access and circulation roadways)
4. Air cargo
5. General aviation and military
6. Airline and airport support

Element 3 will be completed over a period of approximately 4.5 month as indicated in the Work Plan. Coordination will be required among the consultant team, the City staff, FAA staff, key stakeholders and the public. Specific coordination with staff from the FAA and the airlines will be required.

### **Task 3.1 Airfield and Airspace**

The objectives of Task 3.1 are to prepare: (1) airfield and airspace requirements to meet forecast aviation activity during the twenty-year planning horizon (i.e., baseline requirements); and (2) guidelines explaining how baseline requirements might change should the planning scenarios developed as part of Element 3 materialize.

- Evaluate the potential impacts of technology, airline fleet mix changes (e.g., the use of regional jet aircraft and low-fare carriers) and other industry trends on the need for new or modified airfield facilities. The potential for future technologies to positively impact airfield and airspace operations will be a specific focus area.
- Evaluate the need for new or modified airfield facilities to meet airport design standards or eliminate existing modifications to design standards, if any.

- Evaluate the need and timing for additional or enhanced navigational aids, marking, and lighting, including surface movement guidance and control systems (SMGCS). Determine whether such NavAids will require relocation or alteration of existing facilities.
- Evaluate Terminal Instrument Procedures (TERPS) and Federal Aviation Regulations (FAR) Part 77 surfaces and identify any existing objects that penetrate these surfaces.

### **Task 3.2 Passenger Terminal**

The objectives of Task 3.2 are to prepare: (1) terminal facility requirements to meet baseline forecast aviation activity during the twenty-year planning horizon (i.e., baseline requirements); and (2) guidelines explaining how baseline requirements might change should the planning scenarios developed as part of Element 3 materialize.

Identify, in conjunction with City staff, the concept of level of service (LOS) and what LOS the City desires to provide for various Airport functions.

- Employ a variety of analytical techniques, as appropriate, to estimate the capacity of the existing terminal and gate facilities, including spreadsheet models, proprietary models, and the CAST (Comprehensive Airport Simulation Technology) suite of planning tools, which includes a terminal simulator (note that CAST will be used to determine facility requirements and will not be used as a visual simulator). Compare the capacity of the various principal terminal functional areas versus the demand each area must accommodate (Absent other considerations, such as alternatives for managing demand in a different way, the difference between demand and capacity indicates a requirement for modification or expansion of terminal facilities.)
- Determine terminal facility requirements for the principal terminal functional areas using the baseline flight schedules from Element 2 and representing average-day peak month activity. From the flight schedules and assumptions related to load factors, passenger arrival patterns and other characteristics (e.g., group size, checked baggage volumes, method of check-in), the consultant will estimate facility requirements using the most appropriate demand.
- Assess the functionality of the principal terminal facilities in the future without physical expansion or modification, including the probable points of functional breakdown. Estimate the demand levels, or other triggers, that will require additional terminal capacity.
- Survey the airlines serving the Airport and five other airports (which shall be mutual agreed upon by the City and Consultant) to confirm our understanding of the applicability of industry best practices to the terminal complex, common directions related to the application of technology, and other techniques for improving LOS and reducing airport infrastructure requirements. This information will provide the basis for understanding: (a) which technologies, business practices, and customer trends offers the greatest potential for affecting requirements; (b) how existing terminal facilities may function in the future if no expansion or modifications occur; and (c) the effect of new technology and future Airport/airline business and operational practices on the estimated terminal facility requirements.
- Identify and evaluate isolated terminal-related problems identified by the City and stakeholders during the course of the study, including, but not limited to problems related to Federal inspection services (FIS), with specific evaluation of connecting passengers versus local passengers, including consideration of LOS.

### **Task 3.3 Landside**

The objectives of Task 3.3 are to: (1) ascertain that the Airport's principal access and circulation functional areas identified in Task 2.3 will perform satisfactorily over the planning horizon; (2) identify the extent and anticipated timing of significant modifications to existing landside facilities

that are required, if any; and (3) confirm the approximate concept and land area to be reserved for the future on-Airport landside facilities.

This scope assumes the City will provide all the necessary information pertaining to the Airport's landside facilities. The scope therefore assumes that most of the landside requirements work will involve confirming and updating existing information. The Consultant will: (1) estimate future landside facility requirements based on an assumed level of service goal specific to each facility (e.g., occupancy of parking facilities, amount of double parking on curbsides), (2) incorporate the results from previous landside studies into the Master Plan as appropriate, and (3) review key planning assumptions to be used in estimating landside requirements with City staff. The Consultant will employ our proprietary model for landside and curbside analyses called Mobility Analysis and Simulation Tools (MAST). Modules include a flight schedule processor, specialized spreadsheet programs, a ground vehicle animation simulation, a terminal pedestrian and baggage animation simulation, and transit operations analysis tools.

#### **Task 3.4 Air Cargo**

The objective of Task 3.4 is to develop requirements for air cargo facilities to meet the demand levels identified in Element 2. The consultant will estimate the requirements (i.e., roadway access, warehouse capacity, aircraft parking capability; and the size, configuration, and desired locations for land) for all other existing or potential air cargo airlines. Estimates will be based on industry best practices related to cargo planning.

#### **Task 3.5 General Aviation**

The objective of Task 3.5 is to estimate the size, general configuration and location of land that should be reserved for general aviation. Detailed requirements for hangar space, itinerant apron space, number and size of FBOs, etc. will be determined based on industry planning guidelines.

#### **Task 3.6 Airline and Airport Support**

The objective of Task 3.6 is to identify the size, general configuration and approximate location of land parcels that should be reserved for airline and airport support functions, including: aircraft rescue and fire fighting facilities (ARFF), airline administration facilities, airport administration facilities, flight kitchens, aircraft fuel storage and delivery systems, glycol and deicing storage, storm water management facilities, equipment storage and maintenance areas. With the exception of jet fuel and glycol storage, requirements will be developed largely based on experience and judgment. Airline facilities are typically established based on airline business decisions that are difficult to forecast; therefore, airline input will be sought and used as appropriate.

#### **Task 3.7 Evaluation of Existing Airport Site**

Following completion of the facility requirements, Consultant will review the adequacy of the existing Airport site to meet aviation needs through the year 2050. This strategic evaluation will aggregate all of the work to date on the Master Plan, including the vision, goals and objectives, existing conditions, activity forecasts, and facility requirements. The analysis will consider existing constraints to Airport expansion such as major roads and highways, airspace limitations, environmental considerations (primarily noise impacts), and other community or political factors.

The result of this task will be a clear summary of the capability of the existing Airport site to meet future regional needs. Depending on the results of the analysis, a site selection process may be recommended. The scope and fee for this subsequent study is not included in this scope of services.

However, should this evaluation result in the recommendation for a new site, the City could initiate a parallel analysis to select an appropriate site that could meet future needs. This evaluation is not included in this scope of services, but we will prepare a draft scope and cost estimate under this task. The scope will include:

- Project Positioning and Planning: Identify political jurisdictions and entities that would support development of a new airport. Prepare preliminary concepts for new airport facilities that could meet future needs. Inventory and evaluate potential airport sites. Prepare master plan and development plan for selected site
- Project Design and Development: Airfield, passenger terminal and support facility designs. Construction management approach and plan. Construct and commission new airport.

### **Task 3.8 Meetings.**

This scope covers the meetings expected during Task 3 of the project.

- Ad Hoc Regional Committee: 1 meeting
- Technical Advisory Committee: 1 meeting
- Community Advisory Committee: 1 meeting

### **Task 3.9 Deliverables**

Deliverables for Element 3 include a draft Technical Memorandum to City staff for review and revise the draft twice based on staff comments. Each submittal will include up to 10 paper copies and one electronic copy. It is expected that the City will provide the consultant one set of consolidated, written comments on the documents submitted. Deliverables also include presentation materials for Ad Hoc, Technical, and Community meetings, and documentation of meeting results and conclusions.

## **SOLUTIONS**

### **Element 4—Alternatives Development and Evaluation**

The facility requirements will determine which facilities require expansion based on increasing Airport traffic levels or operational needs. During the alternatives analysis phase, expansion concepts will be developed, where appropriate, to establish the best way to expand these functions. It should be noted that an important goal of these alternatives is to provide the capability to continue to expand airport facilities within a realistic footprint. Therefore, long-range buffer zones will be recommended to preserve expansion capability and prevent the construction of incompatible facilities in close proximity to the Airport.

The alternatives evaluation will be conducted using criteria developed in conjunction with the City and Technical Advisory Committees. It is anticipated that the criteria will include financial feasibility (development costs compared with projected cost and debt per enplaned passenger based on consideration of financial capacity, funding sources, financing strategies, debt service, revenue sources and airport operating costs), operational factors (capacity and efficiency), environmental screening (noise, air quality, water quality, community compatibility), and constructability (ease of construction, maintenance of traffic during construction).

A first-level evaluation will be conducted that screens the alternatives to identify those that are less favorable and have the most negative issues. Next the finalist alternatives will be subjected to a more detailed and quantitative evaluation, which could include operational effectiveness, sustainability, and phasing logic/sequencing. This is important as some alternatives may be more difficult to develop and grow into than others. In addition, the favorability of federal and state funding for each alternative will be reviewed.

The alternatives development and evaluation process will be facilitated with 2 Technical Workshops, a portion of each dedicated to airfield and passenger terminal issues as described below.

#### **Task 4.1 Airfield Alternatives**

The purpose of Task 4.1 is to evaluate potential airfield development alternatives and, using the results of these evaluations, recommend and refine a preferred airfield development concept. The following identified the process proposed to identify and select a preferred concept:

##### **4.1.1 Development and Evaluation of Preliminary Alternatives**

Using information developed in collaboration with the City and other stakeholders, the Consultant will develop a set of preliminary airfield development alternatives focused on major improvement components, potentially including new runway(s), changes to existing runways, and taxiway improvements.

This subtask will include qualitative evaluations of proposed alternatives in terms of anticipated operational benefits, implementation costs/feasibility, constructability, and community acceptability. The objective of this qualitative evaluation will be to develop a short list of airside development alternatives for more detailed evaluation and development.

As part of this subtask, the Consultant will hold two planning workshops with City staff and other key stakeholders (e.g., FAA Air Traffic, airline representatives), as appropriate.

The Consultant will prepare planning-level cost estimates for short-listed airfield alternatives. These cost estimates will include cost estimates for major cost components of the proposed alternatives (e.g., property acquisition, facility relocations, site clearance and grading, pavement, markings, lighting, Nav aids, environmental mitigation). These estimates will also include allowances for soft costs and contingency. A high-level assessment of likely alternative implementation phasing will also be conducted. This assessment will seek to define (1) the earliest potential implementation start date for each alternative and (2) the number of years that would be required to implement each alternative.

The Consultant will prepare an alternatives evaluation matrix summarizing the characteristics of each of the short-listed alternatives. This evaluation matrix will be based on sustainability factors, including economic, operational, natural resources, and social aspects. The Consultant will work with the City to ensure that this evaluation matrix reflects the City's desired evaluation criteria.

This evaluation matrix—and the short-listed airfield development alternatives themselves—will be presented to the City staff and key stakeholders. The objective of these meetings would be to confirm selection of the airfield development concept.

#### **Task 4.2 Passenger Terminal**

The Consultant will evaluate the need for long-term terminal expansion to meet passenger demand and maintain a high level of passenger convenience. It is expected that technology and operational solutions can help reduce the need to expand the terminal facilities. Over the long-term, it is prudent to reserve areas for terminal expansion, as needed.

##### **4.2.1 Technical Workshop 1—Define Needs and Constraints**

- Review the results of the terminal requirements analysis, focusing specifically on the extent to which these requirements indicate the need for new terminal facilities.

- Establish the extent to which the City would consider relying on options other than infrastructure development (e.g., demand management, new technology) to meet terminal requirements
- Working with the City (and other stakeholders, if appropriate), establish constraints for terminal alternatives development exercise. Such constraints could include existing and planned airfield development, access infrastructure location, existing land uses and other factors.
- Determine the needs in terms of space and support systems for relocating the City departments and the TSA from Terminal 2 into Terminal 1.

#### **4.2.2 Technical Workshop 2—Develop/Confirm Preliminary Terminal Alternatives**

- Present initial sketch plans of potential terminal development alternatives
- Develop additional terminal alternatives as appropriate, considering workshop participant input
- Working with participants, prepare qualitative evaluations of the resulting set of preliminary alternatives

#### **Task 4.3 Landside Facilities and Intermodal Planning**

The Consultant will develop preliminary concepts for landside facilities that complement the preliminary terminal concepts. This will include access and parking and connections to regional transportation systems and Intermodal facilities. Moreover, the possibility of Texas High Speed Rail serving San Antonio and the Airport will be examined most likely in the post-20-year timeframe.

#### **Task 4.4 Cargo, General Aviation and Support Facilities**

Alternative locations or expansion concepts for support facilities such as cargo facilities, general aviation facilities, airline fuel facilities, airport operational and maintenance facilities and utility and telecommunication infrastructure will be established as appropriate.

The alternatives analysis will be conducted using criteria developed in conjunction with the City. It is anticipated that the criteria will include financial feasibility (development costs compared with projected funding capability), operational factors (capacity and efficiency), environmental screening (noise, air quality, water quality, community compatibility), and constructability (ease of construction, maintenance of aircraft traffic during construction). Typically, each alternative will be evaluated with the agreed-upon criteria, resulting in a score that can be compared to determine which alternative is most favorable.

#### **Task 4.5 Meetings**

This scope covers the meetings expected during Task 4 of the project.

- Technical Workshops: Two 1-day workshops for alternatives development and refinement
- Ad Hoc Regional Committee: 1 meeting
- Technical Advisory Committee: 1 meeting
- Community Advisory Committee: 1 meeting
- Public Meeting: 1 meeting

#### **Task 4.6 Deliverables**

Deliverables for Element 4 include workshop materials needed for the technical workshops, presentation materials for Ad Hoc, Technical, Community and Public meetings, and documentation of meeting results and conclusions.

## **Element 5—Facilities Implementation Plan**

### **Task 5.1 Recommended Airport Development Plan**

It should be noted that a recommended development plan will be needed regardless of the recommendation concerning the suitability of the existing site to meet future needs (Task 3.7). This is because development of a new airport would require, at minimum, 10-15 years and the City should be prepared to meet aviation needs throughout this period.

The Consultant will combine the preferred terminal development concept, airfield development concept, and long-term on-Airport land use plan into one a cohesive “Recommended Development Plan” and will finalize as necessary in order to accommodate additional input, direction, or guidance provided by City staff, Ad Hoc Regional Committee/Technical Advisory Committee/Community Advisory Committee members, or other stakeholders. Conduct qualitative assessments to ensure the Recommended Development Plan:

- Includes airside and landside capacities appropriately “balanced” with demand
- Is compatible with known environmental constraints
- Is consistent with the Airport’s financing capacity
- Takes into account the needs of existing and potential tenants and stakeholders

Prepare graphic and narrative descriptions of the Recommended Development Plan depicting the facilities required to accommodate demand in the near-, mid-, and long-term planning horizons. The final Recommended Airport Development Plan will be included in the final Master Plan report and depicted on the ALP.

### **Task 5.2 Phasing Plans**

Identify activity level “triggers” and a phasing plan (master plan level of detail) identifying facilities needed for each planning horizon. The phasing plan for the Recommended Development Plan will be used as input to a Capital Improvements Program (CIP) that considers the following:

- Growth in actual versus forecast demand
- Timing of physical development
- Preparation of other studies including environmental studies and mitigation efforts
- Timing of actions by the FAA and other agencies, as appropriate
- Uncertainties and potential changes

Recommendations for airport improvements over the planning period will be classified into three (3) general development phases. These phases represent the FAA standard short, intermediate and long-term planning periods. Particular focus will be given to detailing the short-term development projects. In the first five years, development will be shown on a year to-year basis. The intermediate and long-term projects will be grouped in intermediate and long term increments.

#### **5.2.1 Storm Sewer Inventory and Rehabilitation**

A separate storm sewer inventory and rehabilitation technical memorandum would be prepared to meet this objective of the master planning process. This storm sewer technical memorandum would document: (1) the location and existing condition of all major storm sewer facilities located on airport, (2) the estimate of the facilities remaining life, and (3) recommendations for physical improvements and their associated costs.

The findings of the technical memorandum would be folded into the Airport CIP. This task would include an evaluation of the existing capacity of the on-site drainage system and the flows at the outfalls consistent with a review of existing hydrology and hydraulic models associated with the

outfall drainage systems. This part of the master plan could result in a drainage master plan to include evaluation of the existing conditions, development of interim and ultimate conditions based on the development plan, and evaluation of outfall conditions resulting in recommendations for improvements to the existing on-site drainage system as well as offsite improvements, if required, to mitigate impact of increased flows. The findings of the technical memorandum would be folded into the Airport CIP.

### **5.2.2 Utility Protection and Redundancy Plan**

The Utility Protection and Redundancy Plan would be documented in a technical memorandum. This technical memorandum would establish (1) the location of all major utilities on the airport, (2) any vulnerabilities or deficiencies of the existing utility infrastructure, and (3) recommendations for improvements necessary to both provide adequate redundancy and protection of the utilities.

### **Task 5.3 Meetings**

This scope covers the meetings expected during Task 5 of the project.

- Ad Hoc Regional Committee: 1 meeting
- Technical Advisory Committee: 1 meeting
- Community Advisory Committee: 1 meeting
- Public Meeting: 1 meeting

### **Task 5.4 Deliverables**

Deliverables for Element 5 include presentation materials for Ad Hoc, Technical, Community and Public meetings, and documentation of meeting results and conclusions. In addition technical memoranda will be provided documenting:

- Storm Sewer Inventory and Rehabilitation Plan
- Utility Protection and Redundancy Plan
- The recommended Facilities Implementation Plan.

## **Element 6—Financial Feasibility Analysis**

### **Task 6.1 Financial Capacity**

For the Vision 2050 Airport Master Plan to be achievable, it must be affordable. The financial capacity of the City to fund future improvements related to the ultimate development concept must be established as a baseline. In this task, the total funding available for capital projects will be estimated.

It should be noted that the City financial capacity will be strongly linked to the aviation activity forecast as well as the capacity analyses. In addition to City funding, other vehicles for funding major infrastructure improvements may be possible and these will be explored during the concept development phase.

### **Task 6.2 Capital Improvement Program**

Revise the Airport's current CIP to reflect the phasing plan and Recommended Airport Development Plan. Prepare reasonably accurate and sufficiently detailed cost estimates to support the evaluation and refinement of the recommended Plan. Document cost estimates and prepare summary tables to support development of a CIP and financial plan and suitable for inclusion in ensuing documentation. As with the phasing plans, cost estimates for improvement projects proposed for the first five year planning period will be more detailed than the cost estimates for projects proposed for the intermediate and long-term periods. Because implementation of recommended projects would occur only after further refinement as a result of detailed architectural and engineering analyses, the costs estimated in this study will also be

subject to further refinement. However, the estimates will be considered accurate to perform subsequent feasibility analyses.

This task assumes the City will provide the Consultant with an updated and current CIP. The need to update the current CIP to meet baseline conditions is not included in this scope but can be accommodated in optional services.

### **Task 6.3 Financial Plan**

Develop financial plans which identify the sources and uses of funds necessary for financing projects included in the CIP. Analyze funding alternatives, including the following:

- Assess the potential for enhancing FAA grant receipts to fund CIP projects (e.g., FAA discretionary grants, letters of intent, innovative financing program, etc.)
- Estimate approximate PFC eligibility of the projects identified in the CIP, and investigate the potential for PFC leveraging
- Assess other potential methods of enhancing the City's financial capacity (e.g., the use of special facility bonds for cargo development; CFCs; etc.)
- The appropriateness of other variable rate mechanisms to fund projects

Assess the maintenance and operating cost impact, and incremental revenue impact, of the proposed CIP. For the short-term period of the CIP, estimate revenues and expenses from airport operations on an annual basis to determine the available amounts of internally generated capital (i.e., cash flow for financing improvements). Evaluate the financial feasibility of the Recommended Airport Development Plan and suggest changes to scope or timing of the development concepts that may enhance affordability.

Assess the order of magnitude financial impact of the Recommended Airport Development Plan on the Airport (e.g., projected debt funding requirements, if any, overall debt levels, projected debt service coverage, projected cash balances) and airport users (e.g., airline payments per enplaned passenger, landing fee levels). Measures would be calculated on the basis of the rates and charges methodology the Airport currently employs. Working with City staff, summarize a preliminary financial plan for the recommended Plan, including sources and uses of funding for the CIP projects (federal funds, airport revenue bonds, PFCs, CFCs, internally generated capital, other funding sources), debt service projections, maintenance and operating expense projections, revenue projections, and the application of revenues. For the first five years a detailed financial plan will be prepared. Financing of improvements beyond the first five years will be considered in general terms.

### **Task 6.4 Meetings**

This scope covers the meetings expected during Task 6 of the project.

- Ad Hoc Regional Committee: 1 meeting
- Technical Advisory Committee: 1 meeting

### **Task 6.5 Deliverables**

Deliverables for Element 6 include presentation materials for Ad Hoc, and Technical Committee meetings, and documentation of meeting results and conclusions. In addition a technical memorandum will be provided documenting the recommended Financial Plan.

## **DOCUMENTATION**

### **Element 7—Final Project Documentation**

Total meetings, as provided for in individual scope elements above are summarized below for reference. This includes the meetings described in Task 7.6.

<u>Meeting Type</u>	<u>Number Attended</u>
Ad Hoc Regional Committee	8
Technical Advisory Committee	7
Community Advisory Committee	6
Public	3
Technical Workshops	4
City Council	2

### **Task 7.1 Final Documentation**

The deliverables under this task will represent the final airport master plan documentation.

### **Task 7.2 Final Detailed Plans**

Detailed plans will include hard copy and electronic files for the following areas:

- Airport Layout Plan
- Airspace Protection Plans
- Terminal Area
- Multimodal facilities

### **Task 7.3 Final Video**

The Consultant will create a virtual model for the recommended airport development preferred plan. The following work tasks will be performed:

- Review Communication Approach with project team. Meet with the team and develop goals and direction for the marketing approach of the Master Plan
- Refine Final 3D Concept. Refine all elements of the final concept in 3D for inclusion into the Base Model
- Develop Renderings. Develop high resolution, high quality color renderings from multiple viewpoints using the 3D model (can be customized for use in stakeholder presentations)
- Develop 3D Animated Fly-through. Produce a series of 3D animations that will represent a finalized plan in and around the Airport (can be customized for stakeholder presentations)
- Integrate 3D Model Into Interactive Software (Virtual Reality). Integrate the final 3D model into a computer presentation tool that allows the user to interact with the model and view the environment from any viewpoint in real time
- Refine Video Message and Graphics for Final Concept Presentation:
  - Incorporate live action people into 3D animations for a “passenger perspective” walk-through of the proposed Vision Plan
  - Allow the public to see how their airport experience will change based on the final Vision Plan
  - Incorporate the renderings and animation from all tasks and incorporate graphics, a narrative voice over and music.
  - Plan for video to be cross-utilized for many media types including PowerPoint presentations, press kits, public workshops, websites, news media outlets and many other stakeholder presentations.

### **Task 7.4 Draft and Final Technical Report**

A draft final technical report will be prepared representing a compilation of all Interim Reports published for the master plan. Ten (10) copies of the draft report will be provided to the City for review and comments.

Following receipt or comments and/or approval from the City, the final report will be published. Ten copies of the final report will be provided as well as an electronic version suitable for posting on the Airport's web site.

**Task 7.5 Final Summary Report**

In addition to the final technical report, a final summary of the recommended vision plan will be prepared. This summary will provide the key elements and recommendations as well as document the positive benefits that the Airport provides to the region. The summary will be developed as a color, glossy finished report that includes photographs, graphics and a summary narrative. One hundred copies of the final summary will be provided. In addition, an electronic version of this report will be provided, suitable for posting on the City web site.

**Task 7.6 Final Presentations**

Consultant will prepare a final presentation and lead the City Council workshop at the project conclusion to fully explain and convey the project analyses and recommendations. Consultant also will attend City Council meeting where formal adoption of the Master Plan is considered.

- City Council: 2 meetings, including a 1-day workshop
- Ad Hoc Regional Committee: 1 meeting
- Technical Advisory Committee: 1 meeting
- Community Advisory Committee: 1 meeting
- Public Meeting: 1 meeting

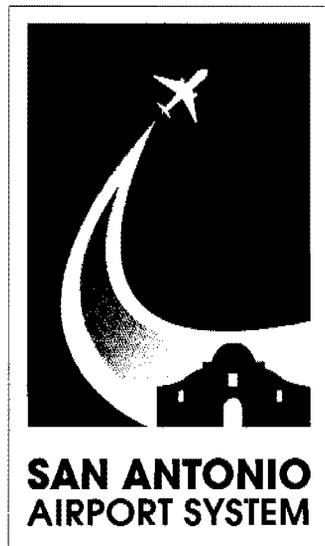
**EXHIBIT 2  
TO  
PROFESSIONAL SERVICES AGREEMENT  
AT THE  
SAN ANTONIO INTERNATIONAL AIRPORT**

**CONSULTANT FEE SCHEDULE**

	Expenses			Cost (USD)
	Labor	Travel	Non-Travel	
<b>TOTAL PROJECT</b>	\$ 2,920,499	\$ 153,500	\$ 41,700	\$ 3,115,699
<b>ELEMENT 1. VISIONING AND EXISTING CONDITIONS</b>	\$ 622,939	\$ 39,500	\$ 9,350	\$ 671,789
<b>ELEMENT 2. AVIATION DEMAND FORECAST</b>	\$ 136,105	\$ 13,000	\$ 2,850	\$ 151,955
<b>ELEMENT 3. FACILITY REQUIREMENTS</b>	\$ 338,530	\$ 19,000	\$ 1,000	\$ 358,530
<b>ELEMENT 4. ALTERNATIVES DEVELOPMENT AND EVALUATION</b>	\$ 606,317	\$ 27,000	\$ 2,000	\$ 635,317
<b>ELEMENT 5. FACILITIES IMPLEMENTATION PLAN</b>	\$ 429,432	\$ 16,000	\$ 2,000	\$ 447,432
<b>ELEMENT 6. FINANCIAL FEASIBILITY ANALYSIS</b>	\$ 228,041	\$ 21,000	\$ 2,000	\$ 251,041
<b>ELEMENT 7. FINAL PROJECT DOCUMENTATION</b>	\$ 559,135	\$ 18,000	\$ 22,500	\$ 599,635

**EXHIBIT 3  
TO  
PROFESSIONAL SERVICES AGREEMENT  
AT THE  
SAN ANTONIO INTERNATIONAL AIRPORT  
  
CONSULTANT AND CONTRACTOR  
REIMBURSABLE EXPENSE POLICY**

**Consultant  
And  
Contractor  
Reimbursable Expense Policy**



**City of San Antonio**

As of 6/2/08

<h2 style="margin: 0;">Reimbursable Expense Policy</h2> <h3 style="margin: 0;">Table of Contents</h3>
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# **Consultant & Contractor Reimbursable Expense Policy**

## **1. GENERAL**

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### **1.1 Introduction**

This Consultant & Contractor Reimbursable Expense Policy (the “Policy”) contains the guidelines for reimbursement of reasonable expenses incurred by Contractors and contractors (both of which shall hereinafter be referred to as “Contractor”) in work performed pursuant to an agreement with the City of San Antonio (hereinafter the “City”).

### **1.2 Scope**

The policy and procedures contained herein apply to all Contractors in work performed in furtherance to an agreement with the City.

This policy also pertains to all reimbursable expenses by sub-consultants or subcontractors. The Contractor shall be responsible for ensuring that all subcontractor or sub-consultants adhere to this Policy.

The Contractor is responsible for becoming familiar with and adhering to the Policy as applicable for each reimbursable expense submitted.

### **1.3 Policy**

Official reimbursable expenses shall be properly authorized, processed, conducted, reported, and reimbursed in accordance with this Policy. Contractor is expected to exercise good judgment in the type and amount of expense incurred.

For travel expenses, Contractor is expected to plan in advance of the departure date to obtain lowest cost fares, rates and accommodations. In addition, Contractor is encouraged to use all practical means, including internet discounters, to obtain the lowest cost fares, rates, and accommodations.

### **1.4 Definitions**

The following definitions apply to this Policy:

**Domestic Travel** – Travel between business points within the continental United States (CONUS).

**Actual and Reasonable Expenses** – The specific, itemized expenses incurred, based on original receipts up to the amount judged by the Aviation Director as justifiable under the circumstances.

**Official Travel Time** – For the purposes of computing per diem allowances, official travel starts at the day and time the Contractor employee leaves their home, office, or other

authorized point and ends on the day and time the Contractor employee returns home, to the office, or other authorized point. This definition is for computing per diem allowances only and may not be used for billing chargeable Contractor employee hours.

Travel Expenses – Includes meals, lodging, transportation and incidental expenses incurred for assignments within 30 consecutive calendar days at the same project site. The Contractor employee’s return home for the weekends does not break the continuity of the assignment.

Extended Travel Expenses - Includes meals, lodging, transportation and incidental expenses incurred for assignments 30 or more consecutive calendar days at the same project site. The Contractor employee’s return home for the weekends does not break the continuity of the assignment.

Reimbursable expenses – those expenses incurred in the furtherance of a project or assignment pursuant to an executed contract or agreement with the City.

Common Carrier Terminal – a terminal facility for the general public, such as an airport, train station, subway station or bus station.

## **1.5 Reimbursements**

Expenses incurred by the Contractor while engaged in activities outside the scope of the Contractor Agreement or in violation of this Policy will be denied. This includes, but is not limited to, expenses incurred:

- Prior to the execution of the Agreement;
- After the expiration of the Agreement;
- At a location not included authorized by the Agreement;
- At a cost in excess of those costs allowed within the Agreement and/or within this Policy.
- In connection with work performed for customers of Contractor other than the City.

Only those expenses which are ordinary and necessary, and within the contracted for budget, to accomplish the contracted work are eligible for reimbursement.

Entertainment expenses, including alcohol, are not reimbursable.

## **1.6 Interrupted Itinerary**

If official business travel is interrupted for personal convenience, any resulting expense shall not be the responsibility of the City.

## **2. Transportation Expenses**

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### **2.1 Guideline**

Contractor must utilize the most economical mode of transportation and the most direct route consistent with the business purpose of the trip.

### **2.2 Air Travel**

#### ***Lowest Available Airfare***

Airfare reimbursement shall not exceed the lowest practical, available cost of competing airfare. Contractor shall, whenever practicable, make reservations two or more weeks in advance of travel. When all considerations are equal (e.g. travel time dates, times, destination, and work impacted by travel), Contractor must choose the lowest fare available at that time, regardless of personal preferences for air carrier.

#### ***Use of Business or First Class***

No reimbursement will be made for Business or First Class travel without advance written approval from the Aviation Director (or designee). (Note: Business or First Class accommodations obtained through use of frequent flyer programs or at Contractor's expense will not require advance approval. However, Contractor must be able to provide the lowest available price of coach fair in order to be reimbursed for that portion of the expense.)

#### ***Extended Travel to Save Costs***

The additional expenses associated with travel that includes an extended stay (e.g. Saturday night stay) may be reimbursed when the overall savings is at least \$150 compared to the cost if the Contractor had not extended the trip.

In determining if an extended stay will result in any cost savings, Contractor must consider the additional expenses associated with an extended stay. Such expenses shall include, but are not limited to, the additional cost of lodging, rental car, meals and parking.

### **2.3 Travel by Private Automobile**

#### ***Reimbursement for Travel by Private Automobile***

Travel by private automobile will only be reimbursed if such travel is for a valid business purpose. When a private automobile is used, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Contractor. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs, cleaning, detailing, tires, gasoline, or other automobile expense items will not be reimbursed for privately owned automobiles.

When two or more persons share a privately owned automobile, only the driver may claim the reimbursement for mileage. Two or more persons traveling to the same destination, for the same purpose, and same or approximately the same time span on the

same day or days shall be expected to share a privately owned automobile whenever possible.

Charges for parking and toll roads are allowed; however receipts must be provided.

***Reimbursement for Travel by Private Automobile in Lieu of Air Travel***

When a private automobile is used instead of available air travel for the personal convenience of the Contractor, reimbursement of transportation costs by private automobile shall not exceed the documented amount of airfare Contractor would have paid had the Contractor traveled by air.

***Reimbursement for Travel To or From a Common Carrier Terminal***

When a Contractor drives a privately owned automobile to or from a common carrier terminal, the mileage and tolls for one round trip, plus parking for the duration of the trip may be claimed for reimbursement. Documented miles driven and receipts must be provided. Contractor is expected to use the lowest, reasonable cost parking option available.

**2.4 Travel by Private Aircraft**

When a private aircraft is used instead of available commercial air travel for the personal convenience of the Contractor, the reimbursement of transportation costs by private aircraft shall be reimbursed at a rate of 99.5 cents per mile up to the amount that would have been incurred by all Contractor employee travelers using common carrier transportation air fares. Documented aircraft landing and tie-down fees paid, if any, will be reimbursed separately, however, receipts must be provided.

***Example:***

Two Contractor Employee travelers in the same privately rented aircraft, traveling 500 miles to San Antonio. The common carrier transportation air fares round trip would have been \$250 per person. Total mileage of private aircraft would be 1,000 miles (500 miles each way) times 99.5 cents per mile for a total expense of \$995 for the private aircraft. The total reimbursable cost for the Contractor would be limited to \$500 (2 contractor employees times \$250 each), plus any documented aircraft landing and tie-down fees paid.

**2.5 Rental Cars**

Rental cars may be used for transportation to or from a common carrier terminal. Rental cars may also be used upon arrival at the official business destination when the use of public transportation or other transportation such as taxis is not practical when considering the cost, number of miles to be traveled and other factors. Only commercial agencies may be used. Contractors are strongly encouraged to request the lowest available rate when making rental car reservations.

**Reimbursement**

Reimbursement is limited to standard size sedan or vehicle commensurate with the requirements of the trip. The cost of the rental car and gasoline will be reimbursed. Documented miles driven and receipts must be provided. There is no reimbursement for mileage for a rental car.

The car must be turned in promptly. Daily charges, outside Official Travel Time, will not be reimbursed.

When a rental car is used on a non-exclusive basis for the City, reimbursement of the rental car and gasoline cost must be pro-rata based on mileage on City projects versus the total mileage.

**Insurance**

The Contractor assumes all risks and expenses associated with obtaining insurance deemed necessary when using a rental car. Car rental insurance, including collision damage waivers, is not reimbursable.

**2.6 Ground Transportation**

The following guidelines apply to ground transportation to or from a common carrier terminal at the business destination.

***Taxis***

The cost of the taxi ride plus a reasonable gratuity will be reimbursed. A reasonable gratuity may not exceed 10% of the total fare. Receipts must be provided.

***Airport Shuttle Service***

The cost of the airport shuttle ride plus gratuity will be reimbursed. Receipts must be provided.

***Local Buses and Subways***

Local bus and subway fares are reimbursable; however, receipts are not required.

### **3. Living Expenses**

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#### **3.1 Lodging**

Lodging expenses for travel within the Continental United States (CONUS) are reimbursed at the lesser of actual cost or the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates. Lodging taxes, although not included in the GSA per diem rate for lodging, are reimbursable. Contractors are strongly encouraged to request the lowest available rate when making the lodging reservations.

Hotel bills must show the hotel name and locations, dates room was occupied and the rate per day. Other items appearing on the hotel bill should be identified as to the business reason for the charges.

Contractor will not be reimbursed for the following expenses appearing on the hotel bill:

- Alcohol (alone or part of meal)
- Entertainment
- Personal services
- Laundry/Dry cleaning if travel is less than five days

When accommodations are shared with other than an official Contractor employee, reimbursement is limited to the cost that would have been incurred had the Contractor been traveling alone.

#### **3.2 Non-Commercial Lodging**

Contractor lodging in non-commercial facilities such as house trailers or field camping are reimbursed actual expenses up to the maximum applicable GSA lodging rate. No reimbursement is provided for housing as a guest in a private home.

#### **3.3 Meals Expense**

Meals expense for travel within the Continental United States (CONUS) are reimbursed at actual cost, up to the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates.

Meal expenses for the first and last day of travel are reimbursed at the lower of actual costs or the pro-rated GSA per diem rate listed below:

<b>Beginning of "Official Travel Time" Date of Departure</b>		<b>Ending of "Official Travel Time" Date of Departure</b>	
Prior to 11:00 am	100% per diem	Prior to 11:00 am	33% per diem
11:01 am to 5:00 pm	66% per diem	11:01 am to 5:00 pm	66% per diem
After 5:00 pm	33% per diem	After 5:00 pm	100% per diem

For travel of more than 12 hours but less than 24 hours; meals are reimbursed at the pro-rated GSA per diem rates defined above.

Daily expenses incurred within the vicinity of the Contractor employee's primary work site shall not be reimbursed.

### **3.4 Incidental Expenses**

Payments for tolls, parking charges, cab fares can be reimbursed with proper documentation. Reasonable laundry and dry cleaning expenses will be allowed if travel is over a period of 5 consecutive days. Additionally, reasonable gratuities may be reimbursed if itemized.

Expenses for entertainment and personal convenience items such as alcohol, in-room movies, reading materials and clothing are not reimbursable.

### **3.5 Daily Allowance and Lodging Allowance for Extended Travel**

Travel during which a Contractor remaining at one work location for 30 days or more in any calendar year months shall be considered an extended travel assignment. The 30 days begins on the first day at the work location. The Contractor's return home for weekends does not break the continuity of an extended travel assignment.

The maximum reimbursable rate for extended travel assignments will be the lesser of actual costs of lodging (housekeeping, utilities and furniture rental), meals, and incidentals (as previously outlined above) or 60% of the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates.

All extended travel must be approved in advance by the Aviation Director or designee prior to Contractor committing to any extended lodging arrangement.

## 4. Relocation Assistance

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### 4.1 Requirements

Relocation assistance is generally not provided to Contractors. However, in rare Aviation Department agreements, relocation of key personnel may be allowed for long term capital projects. The expenses related to the Contractor employee relocation must be budgeted in advance at the time the agreement is signed. Additionally, all requests must be approved by the Aviation Director in advance of offering any relocation assistance to a Contractor employee. The request must include a justification why this position could not be filled by hiring an employee locally and why the assistance is needed. Evidence will be required demonstrating the efforts made to hire the employee locally. Any relocation assistance will be limited based on the type of employee as explained below.

### 4.2 Limitations

Relocation assistance will only be considered when a Contractor employee is required to change his/her place of residence more than 50 miles because of work location and the employee's duties are deemed in the best interest of the Aviation Department agreement requirements. Once the relocation assistance is approved, the employee shall receive reimbursement for the lesser of the actual documented necessary and reasonable relocation expenses or the maximum allowable assistance based on type of employee as defined below:

Relocation Assistance Limitations		
<i>Personnel Type</i>	<i>The lower of:</i>	
Key Position	Actual Allowable Expenses	\$10,000 max
Professional Positions	Actual Allowable Expenses	\$5,000 max

### 4.3 Allowable Expenses In General

Relocation assistance will only be paid for reasonable expenses of moving household goods and personal effects (including storage expenses), and travel expenses to a new residence. The cost of traveling will only include the shortest and direct route available by conventional transportation. Any expenses incurred for additional overnight stays or side trips for sightseeing purposes will not be reimbursed.

### 4.4 Travel Expenses by Car

Use of personal vehicle to relocate the household goods and personal effects will be reimbursed at the lesser of:

- Actual expenses for gas and oil for the personal vehicle, if accurate records are maintained for these expenses, **or**
- The standard mileage reimbursement rate for moving expenses, as the Internal Revenue Service regulations.

In either method, parking fees and tolls paid as a part of the relocation will be reimbursed. Reimbursement will not be allowed for general repairs, general maintenance, insurance, or depreciation on the vehicle.

**4.5 Household Goods and Personal Effect Expenses**

Relocation assistance will be allowed for the cost of packing, crating, and transporting household goods and personal effects. Reimbursement will also be allowed for costs of connecting or disconnecting utilities required because of moving the household goods, appliances, or personal effects.

**4.6 Storage Expenses**

Relocation assistance will be allowed for reasonable costs of storing and insuring household goods and personal effects within any period of 30 consecutive days after the day the household goods and personal effects are moved from the former home and before their delivery to the new home.

**4.7 Travel Expenses**

Relocation assistance will be allowed for reasonable costs of transportation and lodging for the Contractor employee and members of their household while traveling from their former home to their new home. This will include reasonable lodging expenses that do not exceed one day in the area of the former home.

**4.8 Non-reimbursable Relocation Expenses**

Relocation assistance will not extend to the following types of expenses:

- Any part of the purchase price of the new home.
- Expenses of buying or selling a home (including closing costs, mortgage fees, and points).
- Expenses of entering into or breaking a lease.
- Home improvements to help sell the former residence.
- Loss on the sale of the former residence.
- Mortgage penalties.
- Real estate taxes.
- Refitting of carpet and/or draperies.
- Return trips to former residence.
- Security deposits of any kind.
- Storage charges except as defined above.
- Registration fees for automobile license plates, tags, etc.
- Fees associated with acquiring a Texas driver's license.

**4.9 Relocation Assistance Recovery**

If the City of San Antonio has paid for relocation assistance to a Contractor's employee and the employee leaves the Contractor's employment before six (6) months of relocation, the City will be entitled to recovery the full amount of the relocation assistance paid from Contractor.

## **5. Miscellaneous Expenses**

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### **5.1 General**

Miscellaneous expenses that are ordinary and necessary to accomplish the official business purpose of the trip are reimbursable. Receipts are required for all miscellaneous expenses. The most common of these expenses are as follows:

- Use of computers, printers, faxing machines, and scanners.
- Postage and delivery.
- Office supplies specific to the project.

Expenses that will not be reimbursed will be items for personal use or items that do not have a direct business reason or benefit to the project. Examples of these expenses are:

- Business gifts.
- Snacks or other entertainment items for staff meetings and/or meetings with sub-Contractors.
- Mileage expense for purchase of items where the direct project related item purchased was not the sole reason for the trip.
- Carrying cases for cell phones or computers.
- Items that could be used on more than one project.

### **5.2 Telephone Calls**

Telephone charges should be made per a calling plan with reasonable calling rates. If City, in its sole determination, finds that a calling plan is unreasonable, City may reimburse Contractor at a rate that City determines to be reasonable. Claims for phone call require a statement of the date, person called, phone number, and business reason for the call.

Personal phone calls are not reimbursable.

### **5.3 Local Business Meetings**

Costs associated with local business meetings must be reasonable and have a direct business reason for the City of San Antonio. Local business meeting exceeding \$150 must be approved in advance of the scheduled meeting. As stated in previous sections, entertainment is not reimbursable. If alcohol is served at the business meeting this will deem the event as a social event and the entire event will not be reimbursable.

Meals served at an approved business meeting event will be reimbursed at the lesser of the actual cost or the daily per diem rate as specified by GSA for that particular meal. The GSA has established per diem meal rates by breakfast, lunch and dinner. Facility charges associated with this event must be reasonable and approved in advance.

## **6. Travel Expense Settlement**

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### **6.1 Reimbursement**

A travel expense statement must be prepared and submitted with the appropriate supporting documents. At a minimum, the expense statement should be in a legible format consistent with business standards and must contain the following elements:

- Name of Contractor being reimbursed.
- Name of Contractor employee that incurred the expenses.
- Dates covered in the expense report.
- Business reason for incurring expenses on behalf of City.
- Legible format and consistent with business standards.

All required receipts must be legible and submitted with the expense statement. If required receipts cannot be obtained or have been lost a statement providing the reason for the unavailability or loss should be noted. In the absence of a satisfactory explanation, the amount involved will not be reimbursed.

Because lodging receipts may include non-reimbursable charges, lodging will not be reimbursed without a copy of the receipt or facsimile document containing itemized charges for the room, e.g., taxes, telephone, etc. from the hotel.

Expenses should be itemized chronologically according to the nature and type of travel expense (i.e. airfare, hotel, meals, etc.). The completed and supported travel expense statement should be submitted in the first billing cycle following the incurrence of the expense.

### **6.2 Right to Audit**

The City reserves the right to audit actual expenses. Expenses will be reimbursed in accordance with the procedures set out herein at actual cost within the limits and requirements established by this policy or, if applicable, the Agreement

**EXHIBIT 4**

**TO**

**PROFESSIONAL SERVICES AGREEMENT**

**AT THE**

**SAN ANTONIO INTERNATIONAL AIRPORT**

**DBE COMPLIANCE AND ENFORCEMENT**

DBE Subcontracting Obligation - Upon approval of the required DBE utilization documentation, the Submitting Firm receiving award of the contract shall enter into a subcontract with each approved DBE subcontractor listed in their Submittal. The contract shall be for the scope of work and amount stated in the Submittal documents. DBE subcontracts shall not be terminated, nor shall the scope of work or the amount to be paid to the DBE be altered by the prime consultant prior to the written approval of the Aviation Department's DBE Liaison Officer (DBELO).

Subcontractor Substitutions, Addition or Deletions - The Prime Consultant/Contractor must notify the DBELO in writing of the necessity to substitute, add or delete a subcontractor in order to fulfill the DBE requirements. A change in the scope of work and/ or amount stated in the submittal shall not be made before the DBELO approval. Requests should be submitted with sufficient time for review and approval, which may take up to 3 working days. The request shall be made utilizing DBE Form 3 (Change of Subcontractor/Supplier).

Failure to Meet DBE Contract Requirements - Failure to utilize the listed DBE subcontractors as stated in the Consultant's/Contractor's Submittal constitutes breach of contract and may lead to the cancellation or termination of the Contract.

Relief from DBE Requirements - After award of the Contract, no relief of the DBE requirements will be granted except in exceptional circumstances. Requests for complete or partial waiver of the DBE requirements of this Contract must be submitted in writing the DBELO. The request for relief must contain details of the request, the circumstances that make the request necessary, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant/Contractor to contract with the DBEs listed in the Submittal documents, and supporting documentation of efforts made to locate and solicit replacement or substitution of DBE subcontractor.

Penalties for Noncompliance - Failure to comply with any portion of the DBE Program, and whose failure to comply continues for a period of 30 calendar days after the Consultant/Contractor receives written notice of such noncompliance, may be subject to any or all of the following penalties:

- a. Withholding of ten percent of all future payments for the Eligible project until it is determined the Consultant/Contractor is in compliance.
- b. Withholding of all future payments for the Eligible project until it is determined the Consultant/Contractor is in compliance.
- c. Cancellation of the Eligible Project.
- d. Refusal of all future contracts or sub-contracts with the San Antonio Airport System for a minimum of one year and a maximum of three years from the date upon which this penalty is imposed. In the event a penalty is imposed, the Consultant/Contractor continues to be obligated to pay its subcontracts, laborer, suppliers, etc.

The San Antonio International Airport System will provide a cure-period to allow Consultants/Contractors to comply with the terms of the contract and associated default provisions.

EXHIBIT 5

TO  
PROFESSIONAL SERVICES AGREEMENT  
AT THE  
SAN ANTONIO INTERNATIONAL AIRPORT

FEDERAL CONTRACT PROVISIONS –  
ARCHITECTURAL/ENGINEERING PROFESSIONAL SERVICES CONTRACTS

PROVISION 1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT  
CONTRACTUAL REQUIREMENTS

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

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall 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 Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant 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 Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant 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. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

PROVISION 2. AIRPORT & AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520  
– GENERAL CIVIL RIGHTS PROVISIONS

2.1 The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Consultants, this provision binds the 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.

PROVISION 3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13) - The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from the City. The Consultant agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

PROVISION 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

4.1 No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

4.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

#### PROVISION 5. ACCESS TO RECORDS AND REPORTS

5.1 The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### PROVISION 6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### PROVISION 7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### PROVISION 8. TRADE RESTRICTION CLAUSE

8.1 The Consultant or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

8.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or

service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

8.3 Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

8.4 The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

8.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

8.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### PROVISION 9. TERMINATION OF CONTRACT

9.1 The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

9.2 If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

9.3 If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

9.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

9.5 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISION 10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION

10.1 The Consultant, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.