

**DIVISION B:
ADDITIONAL REQUIREMENTS FROM
THE AVIATION DEPARTMENT**

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INSURANCE

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Risk Management Department, which shall be clearly labeled "Runway 3/21 Extension – Paving and Electrical for Runway 21 and Taxiway N" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Risk Management Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. <u>Workers' Compensation</u> 2. <u>Employers' Liability</u>	<u>Statutory</u> <u>\$500,000/\$500,000/\$500,000</u>
3. <u>Broad form Commercial General Liability Insurance to include coverage for the following:</u> <u>a. Premises/Operations</u> <u>b. Independent Contractors</u> <u>c. Products/Completed Operations</u> <u>d. Personal Injury</u>	<u>For Bodily Injury and Property Damage of \$5,000,000 per occurrence;</u> <u>\$15,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</u>

<u>e. Contractual Liability</u>	
<u>f. Damage to property rented by you</u>	<u>f. \$100,000</u>
<u>4. Business Automobile Liability</u>	<u>Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence.</u>
<u>a. Owned/leased vehicles</u>	
<u>b. Non-owned vehicles</u>	
<u>c. Hired Vehicles</u>	

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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). Contractor 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 below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: Risk Management Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, 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 the 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 the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Workers' Compensation Insurance Coverage.

(a) Definitions:

- (1) Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - (2) Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.
 - (3) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (b) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
 - (c) The contractor must provide a certificate of coverage to the City prior to being awarded the contract.
 - (d) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
 - (e) The contractor shall obtain from each person providing services on a project, and provide to the City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (f) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

- (g) The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (h) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (i) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (j) By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll

amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- (k) The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

SUPPLEMENT TO STANDARD INSTRUCTIONS TO RESPONDENTS

1. Project Description:

The primary purpose of this Project is to replace the existing Airfield Lighting Control System. The Scope of Work is as follows:

Task 1 (Phase I)

- a. Furnish and install fiber optic cables and associated innerducts from ALCMS equipment, to be located in both the East and West Electrical Vaults, and the ALCMS equipment, to be located in the Air Traffic Control Tower (ACTC).
- b. Furnish and install corrugated, as well as fabric type innerducts throughout existing duct banks, and associated manhole/handhole systems indicated to be utilized for the pathway of the fiber optic cables.
- c. Refer to Sheet E2.1 for specific requirements regarding this task.

Task 2 (Phase II)

- a. Design, develop, fabricate, and install all hardware, software, and equipment to provide control and monitoring of airfield lighting and signage and associated equipment to form a complete Type I-890CB Airfield Lighting Control and Monitoring System (ALCMS). The I-890CB ALCMS shall be approved under the FAA airport lighting equipment certification program described in FAA Advisory Circular (AC) 150/5345-53, Appendices 3 and 4 of the current addendum.
- b. The new ALCMS equipment shall be located in the Air Traffic Control Tower and in both the East and West Electrical Vaults.
- c. Existing ALCMS shall be completely removed upon Owner's final acceptance of new ALCMS.
- d. Refer to Project Manual, ALCMS Specifications, Section 16890, Paragraph 1.6, for specific ALCMS description.

Construction of the Project will be within the active Air Operations Area (AOA) and Air Traffic Control Tower. All construction within the AOA will be conducted in accordance with the requirements of SAT Operations and FAA Advisory Circular 150/5370-2E, Operational Safety on Airports During Construction. In addition, Contractor personnel will be required to obtain security badging to work within the AOA, and all construction vehicles on the AOA must be operated by personnel who have completed the AOA driver's training class conducted by SAT Operations, or are accompanied by an Airport approved escort vehicle.

2. A responsive bid shall consist of the following:
 - a. Compliance with items set forth in Division A, Section 010, Formal Invitation for Bids.
3. In determining a low bidder, the City shall consider the total of the following:
 - a. Base Bid and all alternative Bids
 - b. Contractor's qualifications

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STANDARD INSTRUCTIONS TO BIDDERS FOR FEDERALLY ASSISTED CONTRACTS (SIB-AVIATION)

1. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1.1 It is the policy of the City of San Antonio to involve qualified Small, Minority, African-American, Woman-owned, and local business enterprises to the greatest extent feasible in the City's construction, procurement, professional services, and leases and concessions contracting. Per Ordinance #69403, the City of San Antonio, its employees, contractors, and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the award and performance of contracts. Violation of this ordinance is a criminal offense and subject to penalty.

1.2 Requirements for **ALL** bids:

1.2.1 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) 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-assisted projects the DBE program requirements of 49 CFR Part 26 apply to the contract.

1.2.2. The Bidder/Contractor agrees to employ good-faith efforts (as defined in the Aviation Department's DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE suppliers where feasible. Aviation Department bidders/contractors are expected to solicit bids from available DBE's on contracts which offer subcontracting opportunities.

1.2.3. Bidder/Contractor 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.

1.2.4 Notification is hereby given that a DBE contract specific goal has been established on this bid/contract. The applicable DBE goal is 3.2% of the total dollar value of this contract.

1.2.5 The Contractor shall appoint a high-level official to administer and coordinate the Contractor's efforts to carry out the DBE Policy and Program requisites. The Contractor's official should coordinate and ensure approval of the required "Good-Faith Effort Plan" (Attachment 1).

1.2.6 The Contractor shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE firms; (ii) specific efforts to identify and award such contracts to DBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE participation.

1.2.7 The Contractor shall agree to submit periodic reports of subcontract and/or supplier awards to DBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal agencies for the purpose of verifying DBE participation and good-faith efforts to carry out the DBE Policy and Program. All Aviation Department contractors may be subject to a post contract DBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Contractor's good-faith efforts on future airport contracts.

- 1.2.8 All construction Bidders/Contractors with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE Program) to subcontract and achieve the applicable contract specific DBE goal with certified DBEs. Contractors failing to achieve the applicable contract specific DBE goal or contractors failing to maintain the specific DBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved “DBE Good-Faith Effort Plan”. Bidders are required to satisfy applicable DBE program requirements prior to the award of the Aviation Department contract. Bidders must submit a DBE Good-Faith Effort Plan or will be considered non-responsive.
- 1.2.9 A Bidder/Contractor may count towards its DBE goal sixty percent (60%) of its expenditures for materials and supplies required under a contract and obtained from a regular dealer, and one hundred percent (100%) of such expenditures to a DBE manufacturer. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder or Contractor.
- 1.2.10 The City and Aviation Department encourages the Bidder/Contractor to utilize currently approved and certified DBE firms on the contract for DBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge St., Building C-319, San Antonio, TX 78230 (210) 227-4RCA (4722) (210) 227-5712 (Fax) for information regarding DBE trade areas or to apply for DBE status. The Aviation Department accepts DBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP)- Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Austin, City of Houston and the Corpus Christi Regional Transportation Authority.
- 1.2.11 The City and Aviation Department encourages the Bidder/Contractor to utilize currently approved and certified DBE firms on the contract for DBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE eligibility status. Please contact the SCTRCA at 305 E. Euclid, Suite 102, San Antonio, Texas 78212 (210/227-4722) for information regarding DBE trade areas or to apply for DBE status. The Aviation Department accepts DBE certification from any one of the five (5) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, and the Corpus Christi Regional Transportation Authority.
- 1.2.12 Submittal of DBE status certification information for all DBE firms utilized or proposed to be utilized on the project as subcontractors, sub-consultants, or vendors, to include prime contractors when applicable, in the performance of work on said project. Additionally, prime contractors must submit a “Letter of Intent” form (Attachment 2) for each subcontractor prior to award of contract.
- 1.2.13 The following DBE-related contractual clause shall be applicable and is specifically included as part of the construction contract. Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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”.

Additionally, Contractors agree to the following prompt payment and retainage payment clause:

“The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Prime Contractor receives from the City of San Antonio. The Prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’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 subcontractors”.

- 1.2.14 All changes to the list of subcontractors submitted with the bid and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department’s DBE Liaison Office. DBE Form 3, *Change of Subcontractors/Suppliers* (Attachment 3) is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on airport projects. *Contractors shall make a good-faith effort to replace DBE subcontractors unable to perform on the contract with another DBE.*
- 1.2.15 Failure or refusal by a Bidder or Contractor to comply with the DBE provisions herein or any applicable provisions of the DBE Program, either during the bid 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, and the Contractor may be debarred from further contracts with the City of San Antonio.

2. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for this contact by choice of either the proposer, subcontractor, or supplier. *Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date.* The following information is required for all firms that were contacted of subcontracting/supply opportunities:

Name & Address of Company	Scope of Work/Supplies to be Performed/ Provided by Firm	Estimated Contract Amount or % Level of Participation	If Firm is DBE Certified, Provide Certification Number	Date Written Notice Was Sent and Method (Letter, Fax, E-mail)	Reason Agreement Was Not Reached
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Use additional sheets as needed)

In order to verify a proposer’s good faith efforts, it may be necessary to provide the City with copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. If requested by the DBE Liaison, copies of said notices must be provided to the DBE Liaison within five (5) business days of such request. Such notices shall include information on the plans, specifications and scope of work.

3. Did you attend the pre-proposal conference scheduled by the City for this project? _____ Yes _____ No

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4. List all DBE listings or directories, contractor associations, and/or any other associations utilized to solicit DBE subcontractors/suppliers:

5. Discuss efforts made to define additional elements of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the goal:

6. Indicate advertisement mediums used for soliciting bids from DBEs. (Please attach a copy of the advertisement(s):

7. Discuss efforts made to assist interested DBEs in obtaining bonding, lines of credit, or insurance:

8. Discuss efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services:

9. Name and phone number of person appointed to coordinate and administer the Federal DBE Good Faith Efforts of your company on this project.

Name: _____ Title: _____

Phone Number: _____

10. The Good Faith Effort Plan for Federally Funded Contracts must be approved by the Aviation Department's DBE Liaison Officer prior to award of contract.

11. The Federal DBE Good Faith Efforts Plan is subject to the review by the Aviation Department's DBE Liaison and final approval in determining whether Good Faith Efforts have been made rests with the Aviation Director.

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ **DATE:** _____

FOR SAN ANTONIO INTERNATIONAL AIRPORT USE ONLY:

Plan Reviewed by _____ **Date:** _____
Signature of DBE Liaison

Recommendation: **Approval:** _____ **Denial:** _____
Action Taken: **Approved:** _____ **Denied:** _____

NAME OF PROJECT: Airfield Lighting Upgrade Project at San Antonio International Airport

DECLARATION OF PRIME CONTRACTOR

I hereby declare and affirm that I am the

(Title of Declarant)

and a duly authorized representative of

(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the firm signed this form in the place indicated, and no material facts have been omitted.

The undersigned intends to enter into a formal agreement with the listed firm for work as indicated by this form and will, if requested, provide the Airport's DBE Liaison with a copy of that agreement within three (3) business days of execution.

(Name of Declarant)

(Signature)

(Date)

SUBMIT THIS PAGE FOR EACH SUBCONTRACTOR/SUPPLIER FOR THIS CONTRACT, AS LISTED ON ITEM 1 OF DBE GOOD FAITH EFFORT PLAN FOR FEDERALLY FUNDED CONTRACTS (DBE FORM 1) AND/OR CHANGE OR ADDITION OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS (DBE FORM 3)

**SAN ANTONIO INTERNATIONAL AIRPORT
CHANGE OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS
(DBE FORM 3)**

NAME OF PROJECT: Airfield Lighting System Upgrade Phase II Project

Name of
Proposer: _____

The above named firm requests approval of the following addition(s) and/or deletion(s) of the Subcontractor/Supplier firm(s) to the approved DBE Good Faith Effort Plan for Federally Funded Contracts (DBE Form 1) and Letter of Intent (DBE Form 2) as originally submitted as part of the above referenced project. **No additional and/or substitute subcontractor/supplier shall begin work on the project until contractor receives written approval by the City.**

Delete	Name of Firm	Is firm a Subcontractor or Supplier	Description of Work to be Performed by Firm	Is firm DBE Certified Yes or No?	Total Dollars of Work to be Performed by Firm

REASON(S) FOR REMOVING EACH SUBCONTRACTOR(S)/SUPPLIER(S) LISTED ABOVE: _____

Please indicate the name of the firm(s) you wish to add or substitute. **A Letter of Intent (DBE Form 2) for any additional/substitute subcontractor(s)/supplier(s) must be submitted to the City for approval with this form. No additional and/or substitute subcontractor/supplier shall begin work on the project until contractor receives written approval by the City.**

Add	Name of Firm	Is firm a Subcontractor or Supplier	Description of Work to be Performed by Firm	Is firm DBE Certified Yes or No?	Estimated Dollars of Work to be Performed by Firm

1. If a DBE Subcontractor/Supplier was deleted/terminated/replaced, was it replaced with another DBE subcontractor/Supplier? Yes ___ No ___ If not, why not:

2. **If another DBE Subcontractor/Supplier did not replace the DBE Subcontractor/Supplier, please submit for our review the good faith efforts used to find another DBE to perform at least the same amount of work under the contract as the DBE that was deleted/terminated/replaced.**
3. **If a Subcontractor/Supplier is added at any time during this project, Contractor shall submit for our review and approval the good faith efforts used to find a DBE to perform such work.**

AFFIRMATION

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF, I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Name & Title of Authorized Official: _____
Signature: _____ Approved: _____ Denied _____

Additional Supplemental General Conditions Required for Aviation Department Projects

- 1) The use of explosives is strictly prohibited on airports.
- 2) The Contractor will be responsible for construction staking except for verifying and making benchmarks for horizontal and vertical control.
- 3) Survey Layout:
The Contractor shall employ an experienced and competent surveyor, registered in the State of Texas, to lay out the detail lines and grades of the work from the horizontal and vertical control established in those contract documents. A closed traverse and level loop within a close proximity of the construction will be provided by the surveyor to the Contractor. A copy of such work will be presented to the Architect/Engineer for review prior to any field layout by the Contractor.
- 4) This contract shall be a calendar day contract.
- 5) Extension of Time for Adverse Weather:
Extension of time for adverse weather conditions not reasonably anticipated as provided in Subparagraph 8.3.1 will be granted for those days where precipitation is 0.10 inch or greater and where the number of such days exceed the normal number of rain days in that particular month. This provision shall cease at the time of Substantial Completion. The determination of the normal number of rain days per month shall be according to Local Climatological Data prepared by the National Oceanic and Atmospheric Administration.

For the San Antonio area, the climatological data is recorded at the airport weather station. The Contractor may expect adverse weather for the number of calendar days in accordance with the following local climatological data prepared by NOAA.

	0.10 In. or More Precipitation at <u>San Antonio Airport</u>
January	2
February	4
March	2
April	4
May	4
June	3
July	3
August	3
September	5
October	6
November	3
December	3
 Total Days Lost	 42

6/9/2009

SGC-Aviation-1

7/20/2011

The contractor agrees that the measure of adverse weather during the period covered by the Specification shall be the number of days in excess of those shown for each month.

- 6) Aviation Department may close the construction site due to security reasons. The contractor will not be compensated for any loss due to shut down for the first three closures. Each day shall be counted as one shut down regardless of the total hours involved for each day.
- 7) Contractor shall provide, prepare and distribute agendas and minutes for all construction progress meetings and/or coordination meetings.
- 8) As per FAA policy, the prime contractor must provide the Aviation Department a Buy American Preference certificate.
- 9) Staging Area and Storage Area:
 - A) The contractor needs to maintain areas in a clean and neat condition.
 - B) If the contractor and/or their subcontractors store equipment, fuel, paint, or other hazardous material at the staging areas, and/or storage areas, the contractor will perform and pay the costs for soil and water testing before use of the site, upon exit from the site and any site remediation that may be necessary, as directed by the owner.
 - C) Prior to occupying and upon vacating any staging areas and/or storage areas, the contractor shall submit to the owner a minimum of 10 photographs documenting the initial and final conditions of the staging areas and/or storage areas. Each photograph must have a date. During the construction, the contractor needs to provide 5 progress photographs for each area with each payment request.
 - D) The contractor shall provide two weeks written notice to the owner prior to vacating the staging areas and/or storage areas.
 - E) The policies stated here will be applied to the areas owned by the private citizens and leased by the contractor for the project involved.

SPECIAL CONDITIONS FOR CONSTRUCTION WITHIN THE AIR OPERATIONS AREA AT SAN ANTONIO INTERNATIONAL AIRPORT

San Antonio International Airport maintains operations 24 hours a day, 365 days per year for General Aviation and Air Carrier Service. Safety, Security and Operations will take precedence over all construction activities within the Airport Property. As such, all construction activity shall be conducted in accordance with the stipulations outlined below:

SECURITY

FINES

Any fines assessed to the Aviation Department due to the contractor's violations of any security requirements will be passed on to the contractor.

BADGING

Personnel working within the AOA must display current Airport issued identification at all times. The contractor shall be responsible for providing the necessary background checks for these personnel as well as maintaining personnel files for the project duration. These files are subject to FAA, TSA and Airport Police review. Subsequent to the pre-construction meeting, the contractor must arrange for all badged personnel to attend the SIDA class. Not all personnel must be badged.

It is permissible to have one (1) red-badge (with "E") personnel to escort and be responsible for up to two (2) unbadged persons. All unescorted equipment operators and drivers must be badged. SIDA classes are coordinated through Airport Police and take approximately two (2) hours. All badges remain the property of the Aviation Department and must be returned at the completion of the contract.

CONSTRUCTION ACCESS

The contractor will be issued ingress/egress into the AOA at a point designated by the Aviation Department, Airport Police. This point will be as close and practicable to the marshalling area as possible. The contractor will be required to enter into a security amendment, which shall be issued and kept, on file with Airport Police. It will be the contractor's responsibility to maintain security at all times during the duration of the contract. The access will be locked at all times while unattended and shall be manned by approved badged personnel only. It includes the access to the borrow site, the batch plant site, the storage site and/or the fill area.

OPERATIONS

Aviation Department, Planning and Development Section (P&D) is charged with the responsibility of overseeing construction projects within the airport property, including the

proper execution of all facets of the construction activities and compliance with applicable Federal Regulations. The Aviation Operations Section is responsible for the safety and efficiency of the airport operation through daily operation management. The contractor shall comply with all directives issued by Aviation P&D and Operations Section in a timely manner.

VEHICULAR OPERATIONS

Not all badged personnel need to have an airfield driver license. If the badge personnel need to drive in the airport operations area (AOA), he/she must attend the required driving course sponsored by Airport Operations and takes approximately four (4) hours to complete. No vehicles may be operated within the Air Operations Area (AOA) until the drivers successfully pass the driving course and satisfactory Insurance Certificates are on file with the office of Planning & Development. Upon course completion, the individual will be required to demonstrate knowledge of rules, regulations, and procedures governing their behavior while in movement area via written and practical examinations.

All vehicular movement areas used by the contractor will be subject to the approval of the Aviation Department. All airfield drivers who are found in violation of the Airfield Driver's Training guidelines or the Airport Rules and Regulations will be issued a written citation and will be subject to possible revocation and termination of AOA driving privileges.

All construction vehicles/mechanized equipment operating on Airport property needs to have a 12" company logos or 6" letters identifying the company, displayed on both doors. All construction vehicles and mechanized equipment authorized within the airfield Movement area, ramps or related safety areas shall also need to have one FAA approved flag located on the uppermost portion of the vehicle/ mechanized equipment or is escorted by a vehicle so equipped. The FAA approved flag is a 3'*3' orange and white checkered flag with each box being 1' square.

During the periods of low visibility or evening, the contractor shall follow Advisory Circular 150/5210-5c, Painting, Marking, and Lighting of Vehicles Used on an Airport to provide identification lighting devices on vehicles and construction equipment while working in the airport operations area (AOA).

During the night time hours, all equipment operating on the airport exceeding 15 feet in height shall be lit with a red obstruction light in accordance with Advisory Circular 70/7460-1, Obstruction Marking and Lighting. The light is to be located on the uppermost portion of the equipment.

ESCORT

Any vehicle operated by personnel authorized to drive and to escort (red-badge with "E") within the AOA can only escort two vehicles and equipment being operated by personnel without having successfully completed the driving course. The escorted vehicles must be behind and proximate to the vehicle at all times while within the AOA including departing through the construction access. All escorted vehicles must have a 12" company logo each on the driver door and passenger door. Should the need arise to enter or cross an active runway, the escort

must be done by personnel from Airport Operations and coordinated through Airport Operations.

BARRICADES

All construction areas shall be properly barricaded, signed and marked as directed by the Aviation Department in accordance with the barricade markings shown on the drawings. Barricades shall be properly secured as necessary to prevent overturning or displacement from wind or jet blast and shall be illuminated. Refer to FAA Advisory Circular 150/5340-1K "Standards for Airport Markings" for FAA lighting and marking standards on airport runways, taxiways and aprons and FAA AC 150/5370-2E "Operational Safety on Airports during Construction" for aviation safety during construction. Excavated areas shall not be left unattended unless appropriate barricades are provided. The contractor shall have a designated contact person with a telephone number on file with the Airport Operations who shall be on call 24 hours a day in order to maintain the barricades. Location and placement shall be adjusted as necessitated by changes in construction progress.

Safety netting shall be installed in locations as shown on the drawings or as directed by the Resident Engineer on the field. Netting shall be installed prior to the start of construction and shall be maintained for the duration of the project. Adjustments in location shall be made as directed by the Aviation Department.

Should the contractor fail to maintain barricades, barriers, signage and/or erosion control devices and Aviation Department Personnel are required to perform corrective action, the contractor will be charged for this service.

COMMUNICATION:

In order to maintain constant communication with the air traffic control tower, the contractor shall furnish and maintain in good operating condition, at least one two-way portable VHF radio having a frequency of 121.9 MHZ to aid in the control of vehicles on the airfield.

Operators of any radio equipped vehicles on Movement areas must be trained and familiar with airport radio procedures prior to operating on movement and safety areas.

Vehicle operators must obtain ATCT clearance before entering/operating on Movement area. If working in the Movement area and runways/taxiways safety areas, the contractor must continuously monitor radio. Vehicles, equipment and pedestrians will not be allowed into any taxiway/runway safety area while aircraft operations are being conducted.

ACCIDENT REPORT:

Contractor must immediately report in writing to the Airport Communication Center (207-3433) for all accidents in connection with the performance of work, whether on or adjacent to the site. He also needs to send a copy of the report to SAIA Planning and Development Division.

STORAGE & MARSHALLING AREAS

EXCESS MATERIAL

All material removed from the construction site, which is not to be used in the final construction shall be removed from the Airport Property and disposed of in a legal manner. No excess material shall be disposed of on Airport Property unless prior written approval from the Aviation Department is issued.

CONSTRUCTION MATERIALS

Construction materials not for immediate use shall be stockpiled at the Designated Marshalling Area. Other materials may be stored at approved locations proximate to the work area provided however that the piles are no greater than 18" in height. Higher piles may be permitted only during working hours and in such quantity that they may be reduced in height to 18" maximum within thirty (30) minutes of notification.

EQUIPMENT

All equipment shall be stored at the designated storage areas during non-working times. The Aviation Department may grant special provisions for equipment, which is not readily movable to store elsewhere upon approval.

NAVIGATIONAL EQUIPMENT

TESTING

The FAA maintains various forms of navigational equipment and appurtenances throughout the airport. There may be times during construction where tests and/or equipment checks must be run to maintain serviceability. The contractor shall comply with all requests and directives during the prosecution of the tests. Timely notification of such tests cannot be guaranteed.

CABLES

The Aviation Department and the FAA communication cables, navigational cables, monitor cables and power cables traverse the construction area. Every effort has been made to identify and properly depict the locations of all cables on the drawings. It is the contractor's responsibility to contact the Aviation Department at 207-3519, one week in advance of any construction in order for the cables within the construction area to be properly located and identified by Aviation Dept. and FAA San Antonio office.

The contractor shall identify the location and alignment of these cables along and throughout the entire project area using orange safety netting. Gaps to facilitate vehicular crossings will be permitted as required. These crossings shall be protected using 1½" thick by 8' long steel plates placed along the full width of each crossing. No construction shall commence prior to identifying the cables and placing the required steel plates.

Should the contractor encounter cables not identified on the drawings or field located or cut or otherwise damage any cable, he shall immediately cease operation in the area and notify the Aviation Department at 207-3519, in order for the FAA to identify the cable.

Unless directed otherwise, cut or damaged cables shall be replaced between the existing pull boxes (typically 2,000' (ft.) apart). An FAA certified splicer shall perform all splicing. After all splices are completed, the cables shall be tested for continuity and meggered by the contractor.

Installation of FAA underground cables to be done in accordance with FAA-C-1391b, Installation and Splicing of Underground Cables.

LIGHTING SYSTEMS

The Aviation Department and the FAA maintain the various forms of lighting systems throughout the airport. All portions of these systems shall be properly located and identified prior to the start of construction. The contractor is to contact the Aviation Department at 207-3519, one week in advance of any construction in order that these systems may be properly identified. All electrical work shall be coordinated through the Aviation Department to insure circuit outages are avoided and that the appropriate circuits are properly tagged out. Where directed, the contractor shall provide the necessary safety netting and vehicular crossings as outlined in the section entitled **Cables**.

Any circuit damaged by the contractor shall be repaired at the sole expense of the contractor. Splices will not be allowed. All repairs shall be made from existing splice to existing splice complete with new conduit. Should the contractor have no electricians available to complete the repair, the Aviation Department electricians will complete the repairs and the contractor will be charged for this service.

All labor, materials, tools, cables and connectors necessary to provide temporary circuits as required shall be provided by the contractor.

May 27, 2009

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ATTACHMENT A

PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Furthermore, each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver's license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white "E" on his badge (and the appropriate airfield driver's license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA.

The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver's license are as follows:

A) Airport Personnel Identification Badge (SAT ID Badge):

- 1) The Airport Security Personnel Identification Office (AS PIO) is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the AS PIO of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call (210) 207-3526 to schedule an appointment with the AS PIO to make arrangements to become an Authorizing

Signatory for all SAT badges to be issued to the Contractor's employees working on the contract. Once the Authorizing Signatory has completed the required procedures (i.e., fingerprint-based Criminal History Records Check (CHRC)), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training, etc.) to receive his SAT badge, he will then be authorized to approve applications for other Contractor employees under his responsibility. **Note:** If an employee of Contractor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT

- 3) All SAT ID badge applications are processed electronically via an online application process. Once the Contractor's Authorizing Signatory has been trained successfully on his responsibilities and completed all phases of the badging process, the website address for Contractor's employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.

- 4) As of October 1, 2010 badge processing fees are:

Airport Security Badge & ID Office Service	Amount
Fingerprint-based Criminal History Records Check (CHRC)/STA Identification Badge (new/renewal/replacement/exchange)	65.00
Non-Returned Identification Badge	35.00
Reactivation of Identification Badge (Security Violation)	75.00
1 st Offense	25.00
2 nd Offense	50.00
3 rd Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a CHRC must be completed before the Contractor's employees may attend the computer-based SIDA training class. The class is held on a first come, first served basis and is generally available during the following days/times: Monday – Thursday, 8:00 a.m. – 3:00 p.m., and Friday, 8:00 a.m. – 10:30 a.m. and 1:00 p.m. – 3:00 p.m. The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete this

stage of the badging process. The SAT badge can only be issued after the applicant successfully completes the SIDA class; the Airport Police completes the CHRC; and the Airport Police receives an approved STA check from the TSA. It can take anywhere from three (3) business days to 2 weeks before the applicant may be issued his SAT badge.

- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued airport identification badges to the AS PIO directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed.
- 7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

B) Airfield Driver License:

- 1) Contact the Airport Operations Office (AOO) at 207-3475 for hours of operations and procedures. The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216. The individual has to show a current valid Texas Driver License, a current valid Airport Personnel Identification Badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be submitted to the AOO to be kept on file.
- 2) The non-movement classes are held on every Monday at 1:00 P.M., Tuesday and Friday at 9:00 A.M. The movement classes are held every Tuesday at 1:00 P.M. and Thursday at 9:00 A.M. There will be a test at the end of each class. The airfield driver license can only be issued to a person passing the test.
- 3) A copy of the Airfield Driver's Training Program Fees dated Sept. 30, 2008 is attached for the information. Contact with AOO for the current fees. A \$5.00 refund will be issued if the lost license is found within 30 days of the receipt date. For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.
- 4) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Police. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.

- 5) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage. In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section.

The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

- 6) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to Planning and Development and at the end of the return process the final payment for the work can be processed.

EXHIBIT I TO ATTACHMENT A
LIST OF DISQUALIFYING CRIMES

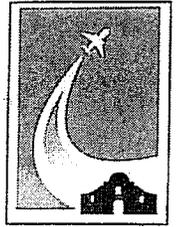
**AUTHORIZATION FOR FINGERPRINT-BASED
CRIMINAL HISTORY RECORDS CHECK**

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations: 49 USC 46302
2. Interference with air navigation: 49 USC 46308
3. Improper transportation of a hazardous material: 49 USC 46312
4. Aircraft Piracy: 49 USC 46502
5. Interference with flight crew members or flight attendants: 49 USC 46504
6. Commission of certain crimes aboard aircraft in flight: 49 USC 46506
7. Carrying a weapon or explosive aboard aircraft: 49 USC 46505
8. Conveying false information and threats: 49 USC 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States: 49 USC 46502(b)
10. Lighting violations involving transporting controlled substances: 49 USC 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements: 49 USC 46314
12. Destruction of an aircraft or aircraft facility: 18 USC 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony Involving a threat
26. Felony involving
 1. Willful destruction of property
 2. Importation or manufacture of a controlled substance
 3. Burglary
 4. Theft
 5. Dishonesty, fraud, or misrepresentation
 6. Possession or distribution of stolen property
 7. Aggravated assault
 8. Bribery
 9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
27. Violence at international airports: 18 USC 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph

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SAN ANTONIO AIRPORT SYSTEM
AIRPORT OPERATIONS



MEMORANDUM

TO: San Antonio International Airport Stakeholders
FROM: Ryan E. Rocha, Airport Operations Manager
CC: Tim O'Krongley, Assistant Aviation Director, File
RE: **Airfield Driver's Training Program Fees**
DATE: April 22, 2009

In an effort to improve our Airfield Driver's Training program and to offset costs, the Airport Operations Division has been charging fees for the Airfield Driver's Training classes (Non-Movement & Movement) as well as for replacement licenses as of October 1, 2008.

Fees can be paid at the Airport Operations Office beginning May 1, 2009. Tenants and companies who prefer to maintain an account for automatic deductions can do so with the Personnel Identification Office – Airport Police.

It is the sole responsibility of the tenant and/or company to select the correct training course needed for each employee. Airport Operations will schedule the employee to the course selected for the tenant and/or companies.

Payment for services is required **BEFORE** services are rendered. Acceptable forms of payment will include cash (**exact change only**), company check (for **exact amount of participants**), money order or credit card. The Personnel Identification Office – Airport Police will process all credit card payments until further notice. There will only be a partial refund of \$5.00 for replacement licenses if the license is found within 30 days of the date on the receipt.

The employee will be required to present their receipt of payment for the course to the instructor prior to the start of class. **No one will be permitted to attend the course without proof of payment.**

Non Movement – Aprons and parking areas in the Airport Operations Area (AOA). No ATCT clearance is required in these areas.

Movement w/ Restrictions - Taxiways as well as other areas of an airport that are used for taxiing aircraft & parking areas. ATCT clearance is required.

<u>Course</u>		<u>Amount</u>
Non-Movement		
Monday	1:00 p.m.	\$15.00
Tuesday	9:00 a.m.	\$15.00
Friday	9:00 a.m.	\$15.00
Movement w/Restrictions		
Thursdays	9:00 a.m.	\$20.00
Replacement License		\$10.00

All the courses start exactly at their designated times. No classes will be disrupted after it has started. **NO EXCEPTIONS.** All employees attending the driving course will be required to have their current state driver's license & security (SIDA) badge. Employees with an expired drivers license or security (SIDA) badge will not be permitted to attend the course. Please note that access by vehicles outside their leasehold area to the Airfield Operations Area (AOA) is granted on an as needed basis and adequate insurance is required before the issuance of a license. For more information on insurance coverage please contact us at 210-207-3475.

Your cooperation and support of the Airfield Driver's Training Program and the Airport Operations Division is greatly appreciated.

CITY OF SAN ANTONIO



**CRANE AND/OR TEMPORARY
CONSTRUCTION EQUIPMENT
PROCEDURES IN AND AROUND AIRPORTS
BUILDING PERMIT FORM**

Permit No. _____
Crane Co.: _____
Max Tip Height: _____
Duration of Crane: _____
Hours of Operation: _____
Address: _____
Crane Co. Signature (Print and Sign):

The purpose of the Airport Zoning ordinance is to prevent hazards to air navigation and airspace so as to protect the lives and property within the limits of San Antonio and the vicinity of airports (San Antonio International and Stinson Municipal Airports, Randolph and Lackland Air Force Bases, and Martindale and Camp Bullis Airfields). The ordinance is to prevent cranes and construction equipment from penetrating; however briefly, the City's airspace unless a special temporary authorization is obtained from the Aviation Department or the FAA. The primary considerations, before approving a crane or temporary construction equipment are the height and location/site of the equipment. The Aviation Department will decide to either approve the request or to involve the FAA based on the height and location of the equipment. The FAA's processing time is at least 60 workdays.

When using a crane or temporary construction equipment, please comply with the following:

1. Notify the Aviation Department as soon as it is decided obstruction equipment is needed for the project, but minimally 48 hours before the actual work starts. Phone numbers are 210-207-3514 and/or cell phone 210-355-2214.
2. Provide a detailed description of where the crane will be used. Use crossing or intersecting streets not an address.
3. Provide the date the equipment will be used, the hours of operation and the maximum height of the equipment.

Once approval is given, it is imperative to comply with the following:

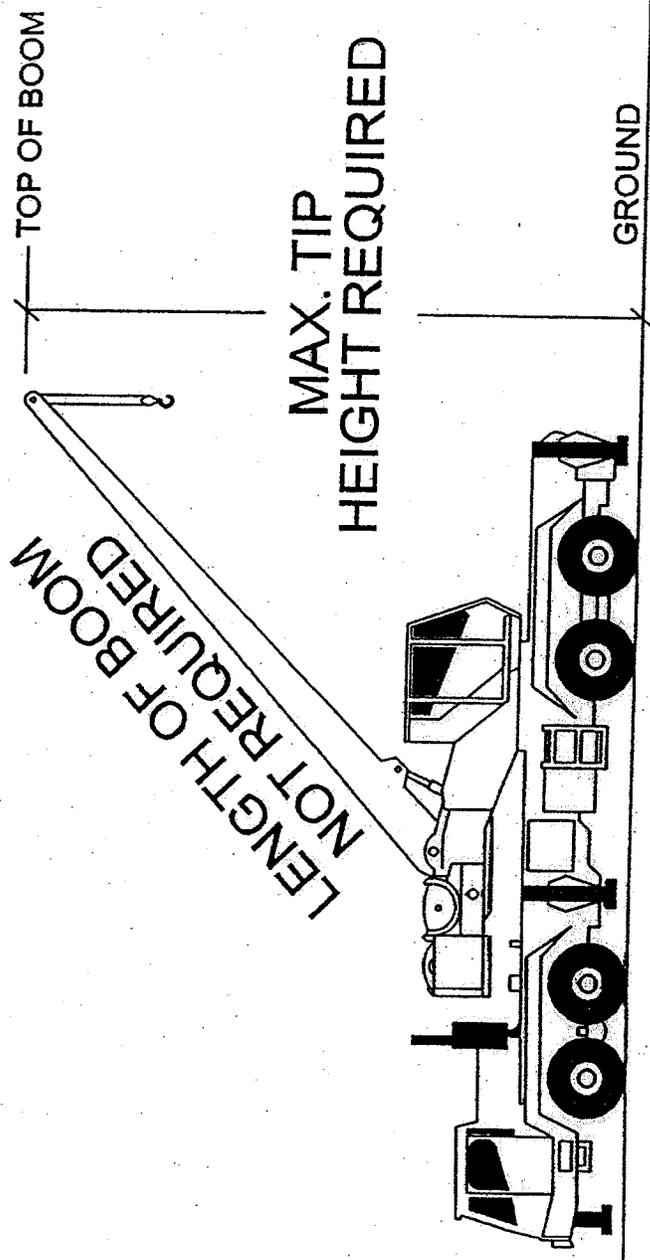
1. The equipment will only operate during daylight hours.
2. The equipment will only operate during Visual Flight Rules (VFR) conditions, which is 3 mile visibility or greater.
3. The equipment will be lowered to the surrounding height when not in use.
4. The equipment will be obstruction flagged.

Thank you for maintaining a safe environment for the traveling public. If you have any questions please call Jim Wingate at 210-207-3514 or Alan Lopez at 210-207-3897.

E-Mail Address and phone numbers

Federal Aviation Administration – www.faa.gov
Bruce Beard - 817-838-1996, bruce.beard@faa.gov fax: 817-838-1991
Jim Wingate -210-207-3514, james.wingate@sanantonio.gov fax: 210-207-3544
Alan Lopez – 210-207-3897, alan.lopez@sanantonio.gov fax: 210-207-3544

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DEFINITION OF CRANE HEIGHT

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FAA Underground Cable Notes:

Location of existing FAA control and communications cables are shown in approximate general locations. The contractor shall coordinate with appropriate representative at least 48 hours in advance prior to commencing excavation in all areas.

If contractor cuts an FAA communications cable, the following will apply:

- A. Contractor will be required to replace the cut cable between the existing pull boxes. The average distance between two pull boxes is over 2,000 L.F.
- B. All communications cable-splicing must be performed by the contractor utilizing FAA approved and certified splicers. Prior to commencing any splicing activities, an FAA representative shall be contacted to have him/her identify cable strands.
- C. After splicing, cables will be tested by the contractor for continuity and for insulation leakage (Hi-Pot test to ground), as directed by the FAA representative.
- D. The contractor shall coordinate all matters relating to FAA cables with the project manager and FAA representatives before commencing excavation or repair work.
- E. The contractor shall be required to have splice kits located on site. Kits & FAA certified splicer personnel shall be readily available in the event that any communications cables are cut or damaged. All repairs shall be initiated immediately & completed the same day.
- F. The driving of heavy equipment or machinery across existing underground cable shall be restricted to designated crossings only. All underground cable crossings shall be protected with ½" * 10' * 4' steel plates. No costs will be charged to the City. All steel plates must be removed by the contractor after the work is completed and return the field to the previous condition or better.
- G. Installation of FAA underground cables to be done in accordance with FAA-C-1391b, Installation and Splicing of Underground Cables.

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Safety Notes:

- 1) The contractor shall remain clear of all taxiways, runways, taxilanes, safety areas, non-movement areas and the tenant areas at all times.
- 2) All contaminated soil must be transported to the designated soil staging facility temporarily. If the contractor contaminates the site, the contractor must notify the City of San Antonio Aviation Department at 207-3506. The contractor must also clean the affected area at their own expense.
- 3) Any additional costs, and/or fines, charged to the City of San Antonio Aviation Department due to contractor error, or violations will be passed on to the contractor for payment.
- 4) The contractor shall provide a uniformed and licensed security guard with adequate airport badge, acceptable to the owner and a functioning telephone at the AOA gate at all times while the gate is unlocked. All personnel and vehicles requiring access to the airfield (AOA) shall comply with all requirements of the airport police.
- 5) If the project is in or next to any taxiway, taxilane or runway, the contractor must have a mobile VHF radio with ATC ground control frequency 121.9 to aid in the control of vehicles on the airfield.
- 6) All vehicles and/or equipment operating inside Air Operations Area (AOA) must be provided with an FAA approved flag on a staff and attached to the vehicle so that the flag will be readily visible. The flag shall not be less than three feet square consisting of Aviation Orange and white squares of not less than a foot of each side.

5/27/2009