

Project Description/Scope of Work

The City of San Antonio Aviation Department (City) is replacing existing Parking Revenue Control System (PRCS) at San Antonio International Airport. The City has contracted with CTR Parking Systems, Inc. (CTR) to provide the new PRCS. During the PRCS design process certain infrastructure improvements were identified as being necessary to support the new PRCS. These improvements include:

- Demolish concrete islands and portions of concrete islands to full depth
- Demolish asphalt pavement to full depth
- Construct new concrete islands with imbedded communication and power conduits to support new PRCS equipment
- Construct new concrete islands in the Hourly and Long Term Parking Garages to channelize traffic
- Extend existing exit lane islands with embedded conduits and junction boxes to support new License Plate Recognition (LPR) cameras
- Core existing concrete surfaces (8" Diameter) to a depth of 48" and install 4" concrete filled metal pipe bollards to protect new PRCS equipment and block access to certain areas within the parking facilities
- Construct new subgrade and asphalt pavement where existing asphalt pavement was demolished
- Construct concrete pedestals to install electronic dynamic signage within the parking facilities
- Remove existing paint striping on parking facility surfaces
- Apply new paint striping on parking facility surfaces to identify parking stalls, drive paths, and restricted areas
- Install traffic separator curbs with flexible delineator posts and traffic buttons in the Hourly and Long Term Parking Garages to delineate traffic
- Trench through asphalt pavement, install power and communication conduits, backfill, and patch asphalt
- Sawcut existing concrete islands, install power and communication conduits, and patch concrete
- Install chain link fence to control access to the Taxi Hold Lot and Contractor Lay-Down and Staging areas.
- Provide temporary construction barricades, fencing and traffic control in all areas of work.

Long Term/Hourly Exit Plaza:

Each of the seven (7) cashier booth exit lane concrete islands, and the existing camera conduits, must be extended approximately 25 feet east in order to accommodate placement of new cameras on the islands. The northernmost shuttle bus and pre-paid exit lane island and asphalt will be completely demolished to full depth. A new, narrower concrete island of similar length to the cashier exit lane islands will be constructed with power and communication conduit stub-ups to support the new PRCS equipment. New aggregate subgrade and asphalt pavement will be placed in demolished areas around

the new island extensions and new island. Concrete filled, metal pipe bollards will be cored and installed on new island and island extensions to protect the new PRCS equipment which will be installed by CTR.

Long Term/Hourly Entry Plaza, Dynamic Sign Concrete Pedestal:

New construction will include a 4'x 3' concrete pedestal adjacent to an existing light pole for the purpose of mounting a dynamic parking space availability sign provided by CTR.

Hourly Parking Garage, Level 0:

New construction will include one (1) entry lane and one (1) exit lane that will be equipped with access card readers and barrier gates provided by CTR. The new entry and exit lanes will be designed with 6" raised concrete equipment islands, supporting conduits, and required protective bollards in a configuration similar to the existing nested area on the northwest end of Level 0 of the garage. All bollards will be installed in 48" deep 8" diameter cores through the existing deck surface on Level 0. New 6" raised concrete islands will be constructed at the entrance to and exit from Level 0 in order to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR. New traffic separator curbs with flexible delineator posts will be installed through the count zones on the ramps up to Level 1 in order to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR. Construction will also include restriping the garage floor in the affected areas.

Hourly Parking Garage, Level 1:

New construction will include 6" raised concrete islands at the entrance to and exit from Level 1 in order to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR. Construction will also include installation of traffic separator curbs with flexible delineator posts as well as traffic buttons on the ramps up to Level 2 in order to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR.

Hourly Parking Garage, Level 2:

No new construction.

Long Term Parking Garage, Level 1:

New construction will include 6" raised concrete islands at the northern entrance to and exit from Level 1 in order to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR. A new traffic separator curb with flexible delineator posts as well as traffic buttons will be installed at the southwest exit from Level 1 to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR. Construction will also include 6" raised concrete islands as well as restriping in the affected areas on the ramp up to Level 2 and the ramp down from Level 2 in order to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR.

Long Term Parking Garage, Level 2:

New construction will include 6" raised concrete islands as well as restriping in the affected areas on the ramp up to Level 3 and the ramp down from Level 3 in order to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR.

Long Term Parking Garage, Level 3:

New construction will include 6" raised concrete islands as well as restriping in the affected areas on the ramp up to Level 4 and the ramp down from Level 4 in order to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR.

Long Term Parking Garage, Level 4:

New construction will include 6" raised concrete islands as well as restriping in the affected areas on the ramp up to Level 5 and the ramp down from Level 5 in order to channelize traffic under ceiling mounted vehicle detection devices which will be installed by CTR.

Taxi Hold Lot:

New construction will include demolition of asphalt pavement to full depth in areas where new taxi entry and exit lanes will be installed. Trenches will be cut through existing asphalt pavement and concrete islands shall be sawcut in order to install new communication conduit from the existing Economy Lot entry lanes to several areas in the Taxi Hold Lot. Two (2) new entry lanes and two (2) new exit lanes will be constructed to control taxi entry and exits. The new entry and exit lanes will be constructed with 6" raised concrete equipment islands, supporting conduits and hand holes, and required protective bollards to support access card readers and barrier gates that will be installed by CTR. Two (2) concrete pedestals will be constructed to support new dynamic signs that will be used to notify specific taxis to proceed to the terminal curb. Dynamic signs will be installed by CTR. Construction will also include new paint striping in the affected areas.

Terminal Curb Taxi Queue Entry Lane:

New construction will include one (1) entry lane that will be equipped with an access card reader and barrier gate that will be installed by CTR. The new entry lane will be designed with a 6" raised concrete equipment island, supporting conduits and hand holes, and required protective bollards. Construction will also include trenching and installation of conduit runs to City-designated communication and electrical connection points.

Economy Parking Lot, Exit Plaza:

Each of the two (2) exit lane concrete islands, and the existing camera conduits, must be extended approximately 25 feet east in order to accommodate placement of new cameras on the islands. Concrete filled, metal pipe bollards will be cored and installed on new island extensions to protect the

new PRCS equipment which will be installed by CTR. New conduits will be trenched and installed to support the new cameras to be installed by CTR.

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 Aviation Department, which shall be clearly labeled "Airport Parking Garage and Surface Lot Improvements (PRCS), 33-00196" 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 Aviation 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. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
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 f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. g. Explosion, Collapse, Underground h. Damage to property rented by you	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 \$100,000
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. Builder's Risk (if applicable)	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.

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: Aviation 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.

INDEMNIFICATION

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR 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.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.