

AN ORDINANCE 2013 - 01 - 17 - 0027

AUTHORIZING EXECUTION OF TWO ON-CALL PROFESSIONAL SERVICES AGREEMENTS WITH ALAMO ENVIRONMENTAL, INC. AND SWS ENVIRONMENTAL SERVICES EACH IN AN AMOUNT NOT TO EXCEED \$1,000,000.00 FOR ON-CALL ENVIRONMENTAL REMEDIATION SERVICES FOR THE SAN ANTONIO AIRPORT SYSTEM.

* * * * *

WHEREAS, on-call environmental remediation services agreements provide services to include excavation, removal, transportation and disposal of impacted soil and water, emergency response to hazardous material, fuel and sewage spills, as well as asbestos services; and

WHEREAS, these services are needed to comply with Texas Commission for Environmental Quality and the U.S. Environmental Protection Agency for various environmental projects at San Antonio International Airport and Stinson Municipal Airport; and

WHEREAS, based on the results of a Request for Qualifications issued by staff in July 2012, staff recommends the award of Professional Services Agreement in an amount not to exceed \$1,000,000.00 each with Alamo Environmental, Inc. and SWS Environmental Services for this work; **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 two Professional Services Agreements with Alamo Environmental, Inc. and SWS Environmental Services in an amount not to exceed \$1,000,000.00 each for environmental remediation services for the San Antonio Airport System, copies of which are set out in **Exhibit 1**.

SECTION 2. Funding for this Ordinance will be identified when work orders are issued. If funding for any work orders is not previously appropriated, funding will be identified and appropriated through subsequent City Council action. Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with Operating and/or Capital Budgets for current and future fiscal years.

SECTION 3. Payment not to exceed \$1,000,000.00 over the contract term of 3 years, is authorized to be encumbered with a purchase order and made payable to Alamo Environmental, Inc., for environmental remediation services.

SECTION 4. Payment not to exceed \$1,000,000.00 over the contract term of 3 years, is authorized to be encumbered with a purchase order and made payable to SWS Environmental Services, for environmental remediation services.

KRH
1/17/13
Item No. 13

SECTION 5. 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 allocations 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.

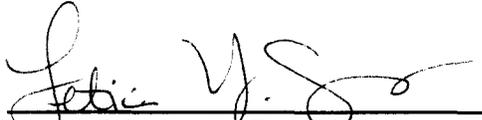
SECTION 6. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 17th day of January, 2013.



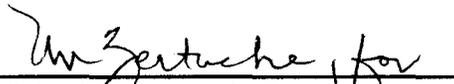
M A Y O R
Julián Castro

ATTEST:

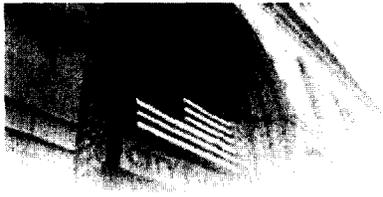


 Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

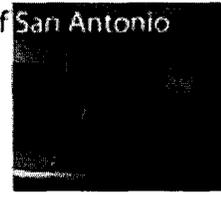


Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 13

Name:	4, 5, 6, 7, 8, 10A, 10B, 10C, 10D, 12A, 12B, 13, 15, 16, 17						
Date:	01/17/2013						
Time:	09:25:30 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing two professional service agreements in the amount not to exceed \$1,000,000.00 each with Alamo Environmental, Inc. and SWS Environmental Services to provide on-call environmental remediation services for the Aviation Department on an as-needed basis for a three-year term with a two-year option . [Ed Belmares, Assistant City Manager; Frank Miller, Director, Aviation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9	x					
Carlton Soules	District 10		x				

EXHIBIT 1

**AGREEMENT
FOR
ON-CALL ENVIRONMENTAL REMEDIATION SERVICES
FOR
THE SAN ANTONIO AIRPORT SYSTEM**

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

This Agreement/Contract is made and entered into in San Antonio, Bexar County, Texas; between the City of San Antonio, a Municipal Corporation in the State of Texas, hereafter referred to as "City", acting by and through its City Manager and

Alamo Environmental Inc. dba Alamo1
10843 Gulfdale
San Antonio, Texas 78216

hereafter referred to as "Contractor", said 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".

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**ARTICLE I.
DEFINITIONS**

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

- 1.1 "City" means The City of San Antonio, Texas.
- 1.2 "Compensation" means amounts paid for services under this Agreement.
- 1.3 "Contractor" means Alamo Environmental Inc. dba Alamo1 and its officers, partners, employees, agents and representatives, and all sub-Contractors, if any, as well as all other persons or entities for which Contractor legally is responsible.
- 1.4 "Director" means the Director of City's Aviation Department or his designee.
- 1.5 "Project" means the specific On-Call Environmental Remediation work for which a Task Order is negotiated and executed by both Parties.
- 1.6 "SAMSA" means the San Antonio Metropolitan Statistical Area or Relevant Marketplace, which collectively is comprised by Bexar County and the seven (7) surrounding counties of Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson.
- 1.7 "SAWS" means the San Antonio Water System, Inc.
- 1.8 "Price Schedule" means the hourly rates for services and the fees associated with specific tasks listed in Exhibit 1.
- 1.9 "Services" means those services described in the Scope of Services as set out in a Task Order.
- 1.10 "Total Compensation" means the not to exceed amount of this Agreement.
- 1.11 "Task Order" means a written agreement, executed by both parties and made a part of this Agreement, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.
- 1.12 "Task Order Request" means a request from the City to the Contractor to submit a proposal for a specific project as further defined herein.

**ARTICLE II.
COMPENSATION**

The Compensation for all services included in this Agreement SHALL NOT EXCEED ONE MILLION DOLLARS AND NO/00 CENTS (\$1,000,000.00).

- 2.2 Contractor shall submit a Proposal for each Task Order Request that City requests to be performed under this Agreement. City either will approve or disapprove each Proposal. The City's approval shall be evidenced by a Task Order executed by both parties. Task Orders shall be numbered sequentially starting with number one and must reference this Contract. Each Task Order will become a part of this Agreement.

2.2.1 Contractor understands and agrees that City has entered into multiple professional services agreements with other Contractors and has the authority to assign work tasks at its sole discretion.

2.2.2 Contractor understands and agrees that City makes no minimum guarantees with regard to the amount of services, if any, Contractor may be extended under this Agreement.

2.3 Each Task Order amount shall be based on the Scope of Services for a particular Project and will be based on the pre-priced tasks and or hourly rates included in the Price Schedule "Exhibit 1" hereto.

2.4 Reimbursable Expenses (If Applicable)

When authorized in advance by the City in writing, Contractor will be entitled to reimbursement at actual incurred cost for services and related expenses for the following items:

2.4.1 Travel outside SAMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Contractor's performance of Service under the Agreement and only to expenses allowed under and in accordance with the Aviation Department's Consultant and Contractor Reimbursable Expenses Policy attached hereto as Exhibit 2. Travel costs are limited to the per diem rates set annually by the Federal Government's General Services Administration. Contractor shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Contractor's travel within SAMSA.

2.4.2 Mailing, courier services and copies of documents requested by the City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein without further approval of City. Contractor shall bear these costs unless agreed to, in writing, by City, upon the issuance of a Task Order.

2.4.3 Graphics, physical models, and presentation boards requested by the City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without further approval of City. Contractor shall bear these costs unless agreed to, in writing, by City, upon the issuance of a Task Order. Note that the City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.4.4 Markup on sub-contractor work. Markups for sub-contractor work shall not exceed five percent (5%). There shall be no markup on reimbursables from sub-contractor.

ARTICLE III. METHOD OF PAYMENT

3.1 Payments to Contractor shall be in the amount shown on the invoices consistent with the applicable Task Order and the supporting documentation submitted, and shall be subject to City's approval. All services shall be performed to City's satisfaction, which satisfaction shall be judged by the Director in his or her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by the Director, and the associated unit price for such service as may be described in Contractor's Price Schedule (Exhibit 1 hereto) and the applicable Task Order.

3.1.2 Monthly payments for services performed will be reviewed by Director upon Contractor submitting invoices, with required back-up and reference to the individual Task Order. The invoice shall indicate the value of the additional services performed to date on that Task Order and any other invoices or payments made related to that Task Order.

3.2 Contractor shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by others in connection with the Project and the performance of the work, and shall, if requested, provide City with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this Agreement, unless Contractor is able to demonstrate to City bona fide disputes associated with the unpaid subcontractor and its services. Contractor shall include a provision in each of its sub-agreements imposing the same payment obligations on the sub-contractors as are applicable to Contractor hereunder, and if City so requests, shall provide copies of such payments by Contractor to City. If Contractor has failed to make payment promptly to the sub-contractor for the Services for which City has made payment to Contractor, City shall be entitled to withhold payment to Contractor to the extent necessary to protect City.

3.3 Contractor warrants that title to all Services covered by an invoice will pass to City no later than the time of payment. Contractor further warrants that upon submittal of an invoice, all Services for which invoices have been previously issued and payments received from City shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Contractor or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONTRACTOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH, OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONTRACTOR.**

3.4 Contractor may submit a request for partial compensation prior to Task Order's completion. A request for partial compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed as reflected in the progress report and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by the Director, and the associated unit price for each Service/Project as may be described in the Price Schedule included in Exhibit "1" hereto.

3.5 Project Close Out and Final Payment:

3.5.1 Final billing shall indicate "Final Bill - no additional compensation is due to Contractor".

3.5.2 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Contractor is responsible, because of:

3.5.2.1 delays in the performance of Contractors work;

3.5.2.2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

3.5.2.3 failure of Contractor to make payments properly to sub-Contractors or vendors for labor, materials or equipment;

3.5.2.4 reasonable evidence that Contractor's work cannot be completed for the amount unpaid under this Agreement;

3.5.2.5 damage to City; or

3.5.2.6 persistent failure by Contractor to carry out the performance of its services in accordance with this Agreement.

3.5.3 When the above reasons for withholding are removed or remedied by Contractor, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this Article.

3.5.3.1 In the event of any dispute(s) between the parties regarding the amount properly compensable for any portion of work or as final compensation, or regarding any amount that

may be withheld by City, Contractor shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Contractor does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

3.5.3.2 City shall make final compensation of all sums due Contractor not more than thirty (30) days after Contractor's execution and delivery of a final invoice.

3.5.3.3 Acceptance of final compensation by Contractor shall constitute a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final invoice.

3.5.3.4 Contractor agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE IV. SCOPE OF SERVICES

4.1 This Agreement is an On-Call, Task Order, or indefinite delivery agreement for on-call environmental remediation services and such other services that are required for or are associated with environmental remediation services. Specific scope, including but not limited to the services listed in this Article IV, and requirements as to location, conditions, procedures, and associated services pertaining to a Project shall be negotiated and set out in individual Task Orders for each Project. Each Task Order is incorporated into and shall become a part of this Agreement. Contractor understands and agrees that City has entered into multiple On-Call Environmental Remediation Services agreements with other Contractors and has the authority to assign Task Orders at its sole discretion. As stated in Article II herein, Contractor understands and agrees that City makes no minimum guarantees with regard to the amount of Services, if any, Contractor may be extended under this Agreement.

4.2 This On-Call Contract will use Task Orders (issued in accordance with Article VI) to respond to and perform various environmental remediation related services including services involving impacted soil and water media. The services to be provided will be used on an as-needed basis. Work to be performed under this Contract will consist of excavation, removal, loading, transportation and disposal of impacted soils and/or water. The contaminants that have the potential to be present in the media include, but they are not limited to RCRA 11 metals, semi-volatile organic compound (SVOC), volatile organic compounds (VOCs), Total Petroleum Hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAHs), Polychlorinated biphenyls (PCBs), Asbestos Cement Pipe (AC), etc. Other work may include backfilling excavations, stockpiling, removal, characterization and disposal, and/or recycling of construction/waste debris, industrial waste, hazardous waste, toxic waste, transite pipes (asbestos cement pipe), Petroleum Storage Tanks (PSTs) and petroleum impacted waste and liquid wastes from City property. City will provide project-specific laboratory analytical data of the media to be handled for each Task Order.

4.3 The scope of work may include emergency projects requiring immediate response and mobilization (such activities may include spill response, hazardous material releases, or the removal of liquid waste) upon receiving notification by the City. Task Orders will require the Contractor to mobilize to the site as indicated by City in the Task Order and complete the scope of work within the proposed time specified therein.

4.4 Excavation of Impacted Soils

4.4.1 Contractor shall be responsible for field verifying all underground utilities and obtaining appropriate clearances such as street excavation, runway closures, crane permits, street closures,

etc. prior to beginning excavation activities. Contractor shall, at a minimum, contact a utility locate service and coordinate utility inspections for field verification purposes. Contractor shall field verify all utilities prior to excavation. City shall not be responsible for any damage to utilities or other underground structures as a result of Contractor's excavation activities. Contractor fully shall be responsible and liable for any damages to utilities, private property, and infrastructure and any consequential damage arising from impact to utilities or underground structures as a result of Contractor's excavation or any other activity. Contractor shall be fully responsible to obtain a right-of way (ROW) permit, from the City of San Antonio's ROW Division, for traffic control measures and street/sidewalk restoration. Contractor shall be responsible for providing traffic control measures for projects needing this service. Contractor shall excavate all soils using all necessary heavy equipment, including but not limited to such equipment as a backhoe, grade all, excavator, or dozer, unless field conditions warrant hand excavation. Contractor shall employ work methods to prevent cross-contamination of media and equipment. When possible, Contractor shall excavate all soils and place the impacted soils directly into an authorized vehicle for transportation of impacted media; unless the scope of work requires reuse of clean or impacted material. If soils are to be staged, Contractor shall take precautions to prevent cross contamination to surrounding areas. Precautions may include placing the stockpile on asphalt or lining the staging area, constructing berms around the staging area, and covering the stockpile to prevent storm water run-on/run-off and wind dispersion.

4.4.2 Contractor shall implement engineering controls, such as wetting the material as necessary, to prevent dust and wind dispersion while excavating impacted soils. No visible dust or debris shall be generated during the excavation of impacted soils. Contractor shall, at City's discretionary request, provide air sampling to confirm no emissions of dust or contaminants of concern. Contractor shall prepare a Waste Management Plan (WMP) and a Health and Safety Plan (H&SP) prior to beginning any work. City's representative must receive and review these documents prior to issuing a notice to proceed.

4.5 Transportation and Disposal of Impacted Media. All impacted material shall be transported by an authorized hauler to an authorized disposal facility as described in this section and in compliance with applicable regulations. Transporters shall be insured and licensed and permitted by the state, federal and local agencies (e.g.: waste hauler permit issued by City's Solid Waste Department), as required for the waste material that is to be hauled. Contractor shall provide proof of licenses and permits, as required, prior to commencing the work. All transporting vehicles shall be in good working condition. All loads must be covered with a tarp to prevent dispersion of material while transporting the media from the project site to the selected landfill, disposal facility, or selected location. City reserves the right to remove transporters from the site if the vehicles are not in good working condition or do not have a tarp covering the media. End dump trailers and bobtail dump trucks may be used to transport impacted soils contingent upon the site location, accessibility, and authorization by City. All transporters shall haul impacted media directly to the disposal facility or any other authorized facility and shall not spill or track impacted material in route to the authorized facility. If Contractor requires decontamination of the transporters, it shall be done at the end of the work day and at the expense of Contractor. Truck liners may be allowed, at the expense of Contractor, when handling dry materials, since liners may or may not reduce the decontamination process. Truck liners, when necessary, will be allowed when City's representative approves this line item as part of the scope of work. In some instances, Contractor might be required to transport lightly impacted or non-impacted material to a different authorized facility. The same rules previously mentioned above are applicable for this particular instance.

4.6 Decontamination.

4.6.1 Contractor shall prevent cross-contamination of the impacted material to surrounding media by decontaminating all equipment, tools, personnel, etc. It shall be Contractor's responsibility to decontaminate transporting trucks and/or roll-off containers prior to leaving the site. A dry method, such as brushing off visible debris from wheels and sides of the transporter is allowed. If a wet method is necessary to decontaminate any piece of equipment or a transporter, all decontamination waste must be containerized and properly disposed. If the material is saturated with liquids and has the potential to adhere to the transporter, Contractor shall line the transporter with a minimum of one layer of 6-mil plastic.

4.6.2 Contractor shall decontaminate all equipment that has been in contact with the impacted media. Dry methods are preferred. As necessary, Contractor shall decontaminate using high-pressure water and non-phosphate detergent. All personnel that come into contact with the impacted material shall be decontaminated before leaving the site by removing and disposing of impacted clothing and washing with water and low foaming soap. Contractor shall perform more stringent decontamination methods, as appropriate. All decontamination procedures shall be identified and described in Contractor's WMP and H&SP.

4.7 Personal Protective Equipment

4.7.1 All tasks required as part of this contract have the potential to expose the worker to hazardous substances. All employees working on site (such as but not limited to equipment operators, general laborers, and others) potentially exposed to hazardous substances, health hazards, or safety hazards and their supervisors and management responsible for the site must abide by specifications outlined in 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER).

4.7.2 Contractor is responsible for reviewing 29 CFR 1910.120, addressing engineering controls, work practices and personal protective equipment (PPE) for employee protection from exposure to hazardous substances and safety and health hazards. The personal protective equipment to be worn by Contractor shall be identified and described in Contractor's H&SP and should abide by 29 CFR 1910.120 HAZWOPER. It is Contractor's responsibility to assess the work environment by providing personnel monitoring and determining, if additional PPE is necessary, once the scope of work is in progress. A HS&P must be prepared and submitted at the beginning of each project to City's Project Manager. City's Project Manager will ensure that the plan is accurate and complete in relation to the assigned task. The Contractor is responsible for the cost of providing PPE for Contractor employees.

4.8 Training. Contractor shall ensure that all workers have completed the HAZWOPER training, as deemed by 29 CFR 1910.120. At a minimum, all workers who handle impacted media shall receive forty (40) hours of HAZWOPER Training. Additionally, Contractor's Supervisor also must have an additional eight (8) hours of Supervisor HAZWOPER Training. Contractor must submit copies of certificates for workers involved in the project, as part of the HS&P, prior to beginning work. City reserves the right to verify 40-hour HAZWOPER Training certificates of each Supervisor and construction worker, to ensure compliance with OSHA 1910.120 regulations.

4.9 Sampling and Analysis. If requested by the City, Contractor shall collect and analyze samples as required to characterize waste for disposal, confirm petroleum storage tank removal and document field conditions. All samples shall be collected and analyzed in accordance with Local, State and Federal guidelines.

4.10 Contractor shall perform all work under this Contract in accordance with all Local, State and Federal regulations required to do the work order, with particular emphasis on FAA regulations, TSA regulations, and SAT's Airport Rules and Regulations. Contractor must follow the Texas Commission on Environmental Quality (TCEQ) rules and regulations, when applicable. Contractor must possess all applicable licenses, City permits, insurance and training required to perform environmental work activities. The applicable laws, regulations and policies include, but are not limited to:

- 30 Texas Administrative Code (TAC) 327
- 30 TAC 330
- 30TAC 333
- 30 TAC 334
- 30 TAC 335
- 30TAC 343
- 29 Code of Federal Regulations (CFR) 1910.120
- 40 CFR 122 (NPDES)
- 40 CFR 261

- 40 CFR 263
- 40 CFR 761
- 49 CFR, parts 1500 through 1699.

4.11 Petroleum Storage Tank Removal

4.11.1 Contractor properly shall remove and dispose of Underground/Aboveground Storage Tanks (U/ASTs) in accordance with Local, State and Federal regulations. Contractor shall have and maintain current licenses, permits and training, as required, for storage tank removal, including, but not limited to:

- TCEQ B License (30 TAC 334.416)
- TCEQ Corrective Action Specialist (30 TAC 334.453)
- TCEQ Corrective Action Project Manager (30 TAC 334.453)

4.11.2 Contractor shall properly notify the TCEQ and the City's Fire Marshall prior to any storage tank removal activities. Contractor shall properly render the tank vapor-free and inert prior to removal activities, in accordance with American Petroleum Institute (API) and other accepted industry practices. All storage tanks permanently shall be removed from service and shall be destroyed, disposed of or recycled for scrap metal. Contractor is responsible for making all proper notifications prior the removal activities.

4.11.3 Soil and/or water removed from the tank basin shall be sampled and analyzed in accordance with TCEQ procedures and directives. As required, Contractor shall over excavate and dispose of impacted soils at an authorized facility. Regulated Petroleum Storage Tank sites shall be closed in accordance with TCEQ regulations. As required by TCEQ Contractor shall collect samples from the tank basin excavation in accordance with TCEQ's RG 411 requirements.

4.11.4 Contractor shall provide a Tank Removal Report summarizing those activities, upon completion of the work. Contractor shall be responsible for submitting the proper documentation to the agencies requiring this information. Copies of this documentation shall be sent to City's representative at the completion of the project.

4.12 Truck Standby Charges. Contractor shall be required to have an adequate number of transporters available for project specific dates and times as specified by City's representative. In the event that site activities delay the loading of the Contractor's transporters, due to unforeseen conditions, Contractor would be asked to switch to Standby charges. Standby time will begin two (2) hours after the truck has arrived to the project site. It will be Contractor's responsibility to notify City's representative on the arrival time of the trucks. City will not consider any standby charges that are not approved by City's representative within twenty four (24) hours of the incident. An item has been included in the Price Schedule to cover this charge in the event this situation arises during construction.

4.13 Removal and Pumping of Liquids. Contractor shall be responsible for providing traffic control measures for projects deeming this service. Contractor shall remove all liquid using any necessary equipment, including but not limited to such equipment as a pumps, pump trucks, extended length hoses, frack tanks, and storage containers. Contractor shall employ work methods that contain liquids and prevent any additional contamination of media. When possible, Contractor shall pump all liquids directly into an authorized vehicle for transportation of liquid materials or staging container when testing is needed. If liquids are to be stored, Contractor shall take precautions to prevent leaks or spills to the surrounding areas by using secondary containment measures. Precautions may include placing the temporary storage containers on lining in the staging area, constructing berms around the staging area, or using spill guards. Contractor shall prepare a Waste Management Plan (WMP) and a Health and Safety Plan (H&SP) prior to beginning any work. City's representative must receive and review these documents prior to issuing approval to proceed with the task order

4.14 Asbestos. The Contractor will properly and safely remove, manage and dispose of asbestos-containing material, according to Federal, State and Local regulations and industry work practices. The wastes may consist of, but are not limited to the following:

- a. Thermal System Insulation (TSI) such as pipe insulation, pipe elbows, and pipe runs;
- b. surfacing materials such as walls, ceilings, flange beams or other structural members;
- c. Miscellaneous materials such as gypsum wallboard and joint compound, ceiling tiles, textured wall material, vinyl flooring, flooring mastic, and asphalt roofing.

Contractor must submit all 10-day notices to the State before starting work. Prior to starting the job, Contractor shall notify the occupants of the facility and provide work schedules. Contractor will be required to submit asbestos abatement certifications for on-site Contractor/Supervisor and other personnel working on the Project and copies of certificate of accreditation and State licensing documents also shall be made available on-site(s) during abatement activities for inspection by City and others.

4.15 Contractor shall exhibit professionalism during all aspects of this contract and perform all work under this contract in accordance with accepted industry standards and practices. Contractor shall control site safety and security at all times after the notice to proceed for a specific work order has been provided by City. As necessary, Contractor shall install temporary fencing, barricade tape or other means to control access by unauthorized persons. Costs associated with staging area testing, airfield security, escorting, ground movement control, security badging, site security and safety are considered incidental and should be included in the specific task order for a given project. Work methods and quality control measures are the responsibility of Contractor. City reserves the right to approve or suspend work methods considered unsafe, illegal or ultimately detrimental to the Project or the City.

4.16 Contractor shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Contractor shall provide staff for regular, overtime, night, weekend, and holiday service, as requested by Department. Persons retained by Contractor to perform work pursuant to this Agreement shall be employees or subcontractors of Contractor.

4.17 Contractor shall not commence service on any Task Order authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed. Should the scope subsequently change, either Contractor or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

4.18 Contractor, in consideration for the compensation herein provided, shall render the professional services described in this Section that are necessary for the advancement of the Project to substantial completion.

4.19 Contractor shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein, in each authorized Task Order and in accordance with the Price Schedule, attached and incorporated herein as Exhibit "1". The Scope of Services shall be fully described the Task Order for each authorized service task, and as provided in this Agreement

4.20 Immediately upon City Council approval of this Agreement, Contractor shall, at Contractor's expense, obtain 1) Airport Personnel Identification Badges for each employee who may perform work hereunder, and 2) Airfield Driver's Licenses, as needed, for employees that may have a need to operate a vehicle within the Airport Operations Area. The procedures for procuring these badges and licenses are outlined in the Procedures for Obtaining Airport Personnel Identification Badge and Airfield Driver's License in Exhibit 3 Consultant, at its own expense, shall maintain sufficient staff security clearances, badges and driving operator licenses to be able to initiate Services in a timely manner upon issuance of a Notice to Proceed.

**ARTICLE V.
TIME AND PERIOD OF SERVICE**

5.1 The term of this Agreement shall commence upon its execution by both parties and shall remain in full force and effect for the period of three (3) years, herein referred to as the "Initial Term", unless otherwise terminated.

5.2 City shall retain an option to extend this Agreement for one additional two year period, herein referred to as the "Extension Period". The Director shall have the authority to exercise such options at his/her discretion without City Council action.

5.3 Time is of the essence of this Agreement. Contractor shall perform and complete its obligations for the various tasks or services specified in a particular Task Order in a prompt and continuous manner so as to not delay aviation operations, the development of any design services, or the construction of the work for the Project or any other on-going or planned City construction. If, upon review of Task Orders, corrections, modifications, alterations or additions are required of Contractor, these items shall be completed by Contractor before that Task Order is approved.

5.4 Contractor shall not proceed with the next appropriate Task Order without a written notice to proceed from City. City may elect to discontinue Contractor's services at the end of any Task Order for any reason. However, if circumstance dictates, the Director may make adjustments to the scope of Contractor's obligations at any time to achieve the required services.

5.5 Contractor shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Contractor's reasonable control. Within three (3) days from the occurrence of any event, for which time for performance by Contractor shall be significantly extended under this provision, Contractor shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines that Contractor is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement

5.6 In the event that a Task Order is issued prior to the expiration of the Agreement and the time to complete the Project will extend beyond the term of the Agreement, this Agreement shall remain valid for such period as may be reasonably be required for the completion of the Project, including any extra work and any required extensions thereto, unless discontinued as provided for elsewhere in this Agreement

**ARTICLE VI.
TASK ORDER PROCESS**

6.1 Necessary On-Call Environmental Remediation Services requirements will be established with each Project-specific Task Order.

6.2 When Director has a Project for which he desires to have one of the services identified herein, or a related service, performed, , Director, or his designee, shall notify Contractor by issuing a Task Order Request in writing, which writing may be in email form. Each Task Order Request will include, at a minimum:

- Name of Project
- Location of Project
- Copies of or access to Project documentation (such as specifications, environmental reports, or drawings) needed by Contractor to prepare a Proposal
- Project schedule
- Any specific deadlines for performance of On-Call Environmental Remediation Services, and
- A deadline for responding to the Director with a Proposal based on the above.

6.3 Contractor shall inspect the proposed work site, if necessary, prepare and submit to Director, within the timeline stated in a Task Order Request, a Proposal in writing, which writing may be in email form, for the desired services which will include at a minimum:

- Scope of Services, specific staffing,
- Estimate of Project cost based on rates and fees agreed upon in Exhibit 1, Price Schedule, and
- A copy of the approved Price Schedule.

The Contractor shall submit the Proposal in editable electronic format to the City. By submitting a Proposal, Contractor agrees to perform the requested service within the time stated in the Task Order Request.

6.4 Contractor and Director shall negotiate the Proposal. Once Contractor and Director reach mutual agreement as to scope, staffing, scheduling and cost, the City shall issue a Task Order to be executed by both parties evidencing the agreed scope and costs.

6.5 The Director has the authority to execute a Task Order on behalf of the City so long as such Task Order does not exceed the total contract value and funds are provided for in the Project budget as allocated by City Council.

6.6 Contractor shall not proceed with services until after a Task Order has been executed, Contractor receives a Notice to Proceed, and all documents required by Director in advance of commencement of work, to include proof of insurance, have been provided. Any services provided or expenses incurred, prior to receiving a notice to proceed or after the expiration of this Agreement on a particular Task Order, will be at Contractor's sole risk and expense and may not be reimbursable by City.

6.7 Actual amounts billed shall not exceed the total amount as set out in the Task Order.

6.8 Each Task Order shall be incorporated herein for all purposes. Each Task Order shall be numbered sequentially starting with number one and must reference this Agreement.

6.9 Contractor shall not invoice for any work associated with the Project Task Order Request process, including development of Proposal and the associated Task Order negotiation.

6.10 In the event of an emergency, Director, or his designee, may issue a written Task Order Request, which writing may be in email form, and Contractor may begin performing services under this Agreement without a finalized Task Order so long as pricing for the required tasks and/or hourly rates for such services are listed and included in Exhibit 1, Price Schedule. As soon as practicable, but no later than 48 hours after receiving the emergency Task Order Request, Contractor shall prepare a Proposal and a Task Order then shall be negotiated and executed by both Parties. The Director, in his sole discretion, may determine whether a Project is an emergency.

ARTICLE VII. COORDINATION WITH THE CITY

7.1 Contractor shall hold periodic conferences with the Director or his representative(s) through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Contractor in this coordination, City shall make available for Contractor's use in planning and designing the Project all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Contractor. However, any and all such information shall remain the property of City and shall be returned by Contractor upon termination or the completion of the Project or if instructed to do so by the Director.

7.2 The Director shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director 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 Contractor's services.

7.3 City will give written notice to Contractor whenever City observes, discovers or otherwise becomes aware of any defect in Contractor's services, or any development that affects the scope or timing of Contractor's services.

7.4 Permits. Unless otherwise required by City, Contractor shall furnish permit approvals obtained from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Contractor will notify City of permits needed prior to the Contractor submitting a task proposal. City will provide Contractor reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by City pursuant to other provisions of the Agreement, but City shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like.

ARTICLE VIII. REVISIONS TO DOCUMENTS

Contractor shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City which are within the Scope of Services and/or Task Order. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City's request, which involve extra services and expenses to Contractor, only shall be requested through an additional Task Order for services.

ARTICLE IX. OWNERSHIP OF DOCUMENTS

9.1 All documents, including the original drawings, estimates, specifications and all other documents and data, previously owned by Contractor, shall remain the property of Contractor as instruments of service. However, it is to be understood that City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse without specific written verification or adaptation by Contractor will be at City's sole risk and without liability or legal exposure to Contractor.

9.2 Contractor acknowledges and agrees that City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Any and all documents, including the original drawings, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City, upon request or termination or completion of this Agreement without restriction on future use.

9.3 Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Such protection of proprietary rights by Contractor shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Contractor by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

9.4 Contractor hereby assigns all statutory and common law copyrights to any copyrightable work that in part or in whole was produced from this Agreement to City, including all equitable rights. No reports, maps, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be the subject of an application for copyright by Contractor. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, unless otherwise specified herein). Contractor shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Contractor may make copies of any and all documents and items for its files. Contractor shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers, or other persons, subsequent to the completion of the Project. City requires that Contractor

appropriately mark all changes or modifications on all drawings, specifications and other documents by other engineers or other persons, including electronic copies, subsequent to the completion of the Project.

9.6 Copies of documents, which may be relied upon by City are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Contractor. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Contractor to City or utility only are for convenience of City or utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Contractor, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Contractor or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Contractor or its suppliers.

ARTICLE X. TERMINATION AND/OR SUSPENSION OF SERVICES

10.1 Right of Either Party to Terminate for Default

10.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Agreement and a failure to cure as provided in this Paragraph 10.1.

10.1.2 The party not in default must issue a signed, written Notice of Termination (citing this paragraph) to the other party declaring the other party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) days to cure any failure to perform under this Agreement. Upon the completion of such ten-day period, commencing upon receipt of Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

10.2 Right of City to Terminate

10.2.1 City reserves the right to terminate this Agreement for reasons other than substantial failure by Contractor to perform by issuing a signed Notice of Termination (citing this paragraph), which shall take effect on the twentieth (20th) day following receipt of said notice and upon the scheduled completion date of the performance phase in which Contractor then is currently working, whichever effective termination date occurs first.

10.3 Right of City to Suspend Giving Rise to Right of Contractor to Terminate

10.3.1 City reserves the right to suspend this Agreement at the end of any phase for the convenience of City by issuing a signed, written Notice of Suspension (citing this paragraph) which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said Notice of Suspension by the Contractor.

10.3.2 Contractor hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) days. Contractor may exercise this right to terminate by issuing a signed, written Notice of Termination (citing this paragraph) to City after the expiration of one hundred twenty (120) days from the effective date of the suspension. Termination (under this paragraph) shall become effective immediately upon receipt of said written notice by City.

10.4 Procedures Contractor to follow upon Receipt of Notice of Termination

10.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Contractor immediately takes action to cure a failure to perform under the cure period set out hereinabove, Contractor immediately shall begin the phase-out and the discontinuance of 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. Within thirty (30) days after receipt of such Notice of Termination (unless Contractor successfully has cured a failure to perform) Contractor shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

10.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in Article IX herein.

10.4.3 Upon the above conditions being met, City promptly shall pay Contractor that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.4.4 City, as a public entity, has a duty to document the expenditure of public funds. Contractor acknowledges this duty on the part of City. To this end, Contractor understands that failure of Contractor to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Contractor of any and all rights or claims to payment for services performed under this Agreement by Contractor.

10.4.5 Failure of Contractor to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Contractor of any and all rights or claims to collect monies that Contractor otherwise may be entitled to for services performed under this Agreement.

10.5 Procedures Contractor to Follow upon Receipt of Notice of Suspension

10.5.1 Upon receipt of written Notice of Suspension, which date also shall be the effective date of the suspension, Contractor shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed promptly to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

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

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

10.5.4 In the event that Contractor exercises the right to terminate one hundred twenty (120) days after the effective suspension date, within thirty (30) days after receipt by City of Contractor's Notice of Termination, Contractor promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

10.5.6 Upon the above conditions being met, City promptly shall pay Contractor that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.5.7 City, as a public entity, has a duty to document the expenditure of public funds. Contractor acknowledges this duty on the part of the City. To this end, Contractor understands that failure of Contractor substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Contractor of any portion of the fee for which Contractor did not supply such necessary statements and/or documents.

ARTICLE XI. CONTRACTOR'S WARRANTY

Contractor warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Bexar County, Texas. Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of Article X herein.

ARTICLE XII. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

12.1 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.

12.2 The Contractor 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. Contractors are expected to solicit bids from available DBE's on contracts which offer subcontracting opportunities.

12.3 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.

12.4 The Contractor 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. Contractor agrees to include this clause in each sub-consultant contract the prime consultant signs with a sub-consultant.

12.5 The Contractor 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 Contractor further agrees to return retainage payments to each sub-consultant within fifteen (15) days after the sub-consultant's work is satisfactorily completed. The Contractor shall provide the City with a report, in a format prescribed by the City, detailing all amounts, if any, paid to DBE subconsultants or suppliers with each invoice that

Contractor submits hereunder. 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.

12.6 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. Contractors shall make a good-faith effort to replace DBE sub-consultants unable to perform on the contract with another DBE.

12.7 During the term of this Agreement, the Contractor 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.

12.8 The Contractor shall comply with the DBE Compliance and Enforcement Policy attached hereto as Exhibit 4. Failure or refusal by a Proposer or Contractor 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.

ARTICLE XIII. ASSIGNMENT OR TRANSFER OF INTEREST

Contractor shall not assign or transfer Contractor's interest in this Agreement without the written consent of City.

ARTICLE XIV. INSURANCE REQUIREMENTS

14.1 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 "On-Call Environmental Remediation Services" 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.

14.2 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.

14.3 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:

TYPE	AMOUNTS
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 \$5,000,000 per occurrence; \$10,000,000 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	Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence for vehicles with AOA Access; a Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence for all other vehicles

14.4 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. Contractor 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.

14.5 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
Environmental Stewardship Manager
457 Sandau Road
San Antonio, TX 78216

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 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..

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

**ARTICLE XV.
INDEMNIFICATION**

15.1 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 (including but not limited to direct, indirect, special, exemplary, punitive, incidental and consequential damages), claims, liens, damages, losses, expenses, fees (including reasonable attorney's fees and costs of defense), fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, intellectual property violations, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, Contractor 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, its 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.

15.2 Contractor shall advise City in writing within 24 hours of any claim or demand against City or Contractor, related to or arising out of Contractor's activities under this Agreement.

15.3 The provisions of this Article solely are 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.

ARTICLE XVI. CLAIMS AND DISPUTES

16.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Agreement terms, payment of money, extension of time, or other relief, with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between City and Contractor arising out of or relating to the Agreement. Claims must be initiated by written notice. Every Claim of Contractor, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind Contractor by his signature) of Contractor, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 Time Limit on Claims. Claims by Contractor or by City must be initiated in writing to the other party, within twenty-one (21) days after the occurrence of the event giving rise to such Claim.

16.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 Claims for Additional Time. If Contractor wishes to make a Claim for an increase in the time for performance, written notice, as stated in this Section XVI herein, must be given. Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 Claims for Consequential Damages. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by Contractor and to claims by City:

16.5.1 No consequential damages will be allowed.

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible.

16.5.3 No profit will be allowed on any damage claim.

16.6 No Waiver of Governmental Immunity. NOTHING IN THIS SECTION 16 SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

16.7 Alternative Dispute Resolution.

16.7.1 Continuation of Services Pending Dispute Resolution. Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances.

16.7.2 Requirement for Senior Level Negotiations. Before invoking mediation or any other alternative dispute process set forth herein, the parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty days after a party delivers a written notice of such dispute, then the parties shall proceed with mediation alternative dispute resolution process contained herein. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

16.7.3.3 In the event the City and the CONTRACTOR are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Bexar County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

**ARTICLE XVII.
SEVERABILITY**

If for any reason, anyone or more paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its effect to the specific section, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any section, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

**ARTICLE XVIII.
INTEREST IN CITY CONTRACTS PROHIBITED**

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to subcontracts on City projects.

18.2 Contractor acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as the City owned utilities. Contractor's 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; a City officer or employee's parent, child or spouse; a business entity

in which the City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) 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.

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

ARTICLE XIX. CONFLICTS OF INTEREST DISCLOSURE

Contractor must disclose if it is associated in any manner with a City officer or employee in a business venture or business dealings. Failure to do so will constitute a violation of City Ordinance No. 76933. To be "associated" in a business venture or business dealings includes:

a) being in a partnership or joint venture with a City officer or employee; b) having a contract with a City officer or employee; c) being joint owners of a business with a City officer or employee; d) owning at least ten percent ("10%") of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or e) having an established business relationship with a City Officer or employee as a client or customer.

ARTICLE XX. STANDARD OF CARE/LICENSING

20.1 Services provided by Contractor 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.

20.2 Contractor shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE XXI. RIGHT OF REVIEW AND AUDIT

21.1 Contractor grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Contractor's records relating to the performance of the Work under the Agreement, during the term of the Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Contractor's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Contractor records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

21.2 City agrees that it will exercise the right to audit, examine or inspect Contractor's records only during regular business hours. Contractor agrees to allow City's designee access to all of Contractor's Records, Contractor's facilities and current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Contractor also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

21.3 Contractor must include this audit clause in any subcontractor, supplier or vendor contract.

**ARTICLE XXII.
ENTIRE AGREEMENT**

This Agreement, and all Exhibits attached to and incorporated herein, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both City and Contractor.

**ARTICLE XXIII.
AMENDMENTS**

Alterations, additions, or deletions to the terms of this Agreement, shall be effected by amendment, in writing, executed by both Parties. In the event any material provision of the Agreement is modified, such amendment must be approved by the City Council. The Director shall have the authority to execute amendments which do not change the Total Compensation or any material provision of this Agreement without City Council approval.

**ARTICLE XXIV.
VENUE**

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas. 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.

**ARTICLE XXV.
NOTICES**

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party is otherwise notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) days of mailing.

If intended for City to:
Aviation Department
Attention:
Environmental Stewardship Division Manager
457 Sandau Rd.
San Antonio, Texas 78216

If intended for Contractor, to:
Alamo Environmental Inc. dba Alamo1
Attention:
Mr. Alex Salas CEO
10843 Gulfdale
San Antonio, TX 78216

**ARTICLE XXVI.
AIRPORT SECURITY**

26.1 To the extent Contractor 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. Contractor 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, Contractor must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City. Contractor 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.

26.2 Contractor 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, Contractor must adopt procedures to control and limit access to the Airport Premises utilized by Contractor 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, Contractor must have in place and in operation a security program for the Airport Premises utilized by Contractor that complies with all applicable laws and regulations. All employees of Contractor that require regular access to sterile or secure areas of the Airports must be badged in accordance with City and TSA rules and regulations.

26.3 Gates and doors located in and around the Airport Premises utilized by Contractor that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Contractor at all times when not in use, or under Contractor'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 Contractor until the malfunction is remedied.

26.4 In connection with the implementation of its security program, Contractor may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Contractor acknowledges that all such knowledge and information is of a highly confidential nature. Contractor 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. Contractor 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.

ARTICLE XXVII. INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between City and Contractor is that of an independent contractor. By the execution of this Agreement, Contractor and City do not change the independent contractor status of Contractor. Contractor shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of Contractor, in the performance of this Agreement, shall be construed as making Contractor the agent, servant or employee of City, or as making Contractor or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

ARTICLE XXVIII. CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

ARTICLE XXIX. LEGAL AUTHORITY

The signer of this Agreement for City and Contractor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Contractor

respectively, and to bind City and Contractor to all of the terms, conditions, provisions and obligations herein contained.

EXECUTED ON THIS, THE _____ DAY OF _____, 2012.

CITY OF SAN ANTONIO, TEXAS

ALAMO ENVIRONMENTAL INC. DBA ALAMO1

Sheryl L. Sculley
Aviation Director

By: 
Signature

GREGORIO G. OSUNA
Printed Name

DEVELOPMENTAL ENGINEER
Title

APPROVED AS TO FORM:

By: _____
City Attorney

Federal Tax ID#: 200334965

EXHIBIT 1

PRICE SCHEDULE

Item	Item Description[1]	Est. Annual Quantity	Unit	Unit Price
E.1. Mobilization				
E.1.1	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of 1 to 500 cubic yards	2	EA	\$1,620.00
E.1.2	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of 501 to 3,000 cubic yards	2	EA	\$3,500.00
E.1.3	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of 3,001 to 12,000 cubic yards	1	EA	\$5,630.00
E.1.4	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of more than 12,000 cubic yards	1	EA	\$8,460.00
E.1.5	Asbestos Abatement Mobilization	2	EA	\$500.00
E.1.6	Demobilization of equipment, personnel, tools and appurtenances	6	EA	\$3,850.00
E.2. Bulk Excavation and Loading of Impacted Soils				
E.2.1	Excavation of bulk soils 1 to 500 loose cubic yards	400	CY	\$2.71
E.2.2	Loading of bulk soils 1 to 500 loose cubic yards	400	CY	\$2.71
E.2.3	Excavation of bulk soils 501 to 3,000 cubic yards	2,500	CY	\$4.34
E.2.4	Loading of bulk soils 501 to 3,000 cubic yards	2,500	CY	\$3.26
E.2.5	Excavation of bulk soils 3,001 to 12,000 cubic yards	7,000	CY	\$4.19
E.2.6	Loading of bulk soils 3,001 to 12,000 cubic yards	7,000	CY	\$3.26
E.2.7	Excavation of bulk soils more than 12,000 loose cubic yards	12,500	CY	\$4.19
E.2.8	Loading of bulk soils more than 12,000 loose cubic yards	12,500	CY	\$3.26
E.3. Backfilling				
E.3.1	Backfilling and compaction of excavations	4,000	CY	\$35.64
E.4. Soils Stockpiling				
E.4.1	Soils stockpiling and protective measures	2,500	CY	6.09
E.5. Bulk Transportation of Impacted Soils				
E.5.1	Bulk transportation of LPST, Class 2 or Class 3 non-hazardous waste with a haul distance of 1 to 20 miles, one way.	15,000	CY	\$12.50
E.5.2	Bulk transportation of LPST, Class 2 or Class 3 Non-hazardous waste with a haul distance of greater than 20 miles, one way.	7,500	CY	\$15.19
E.5.3	Bulk transportation of Class 1 non-hazardous waste	2,000	CY	\$12.15
E.5.4	Bulk transportation of hazardous waste	500	CY	\$85.05
E.5.5	Bulk transportation of toxic (TSCA-regulated) waste	100	CY	\$85.05

E.6. Bulk Disposal of Impacted Soils				
E.6.1.	Bulk disposal of LPST, Class 2, or Class 3 non-hazardous waste	15,000	CY	\$24.30
E.6.2.	Bulk disposal of Class 1 non-hazardous waste	2,000	CY	\$58.73
E.6.3.	Bulk disposal of hazardous waste	500	CY	\$252.32
E.6.4.	Bulk disposal of TSCA-regulated waste	100	CY	\$117.58
E.7. Bulk Transportation and Disposal of Liquid Waste				
E.7.1	Bulk transportation and disposal of non-hazardous liquid waste	20,000	GAL	\$1.20
E.7.2.	Bulk transportation and disposal of hazardous liquid waste	500	GAL	\$4.47
E.8. Transportation and Disposal of Drummed and Roll-Off Waste				
E.8.1.	Transportation and disposal of non-hazardous drummed liquid waste	1	DRM	\$214.40
E.8.2.	Transportation and disposal of hazardous drummed liquid waste	1	DRM	\$1,140.00
E.8.3.	Transportation and disposal of non-hazardous drummed solid waste	1	DRM	\$215.00
E.8.4.	Transportation and disposal of hazardous drummed solid waste	1	DRM	\$1,140.00
E.8.5.	Transportation and disposal of roll-off containerized Class 2 and Class 3 non-hazardous waste	2,000	CY	\$50.63
E.8.6.	Transportation and disposal of roll-off containerized Class 1 non-hazardous waste	2,000	CY	\$83.03
E.8.7.	Transportation and disposal of roll-off containerized hazardous waste	1,000	CY	\$344.45
E.9. Asbestos Abatement Items				
E.9.1	Interior Surfacing Material Removal – Friable (Other than spray-on/textured material)	500	SF	\$3.00
E.9.2	Interior Surfacing Material Removal – Non-Friable (Other than spray-on/textured material)	500	SF	\$1.75
E.9.3	Asbestos linoleum or floor covering (Single-layer, may include mastic)	500	SF	\$3.00
E.9.4	Asbestos linoleum or floor covering (Multi-layer, may include mastic)	500	SF	\$3.50
E.9.5	Asbestos floor tile (Single-layer, might include mastic)	500	SF	\$1.25
E.9.6	Asbestos floor tile (Multi-layer, might include mastic)	500	SF	\$1.35
E.9.7	2x4 Ceiling tile	50	EA	\$3.00
E.9.8	1x1 Ceiling tile	50	EA	\$3.00
E.9.9	Asbestos sheetrock/joint compound	300	SF	\$2.00
E.9.10	Asbestos Pipe (transite pipe)	100	LF	\$12.00
E.9.11	Asbestos insulation on pipe >12" diameter	150	LF	\$11.00
E.9.12	Asbestos insulation on pipe <12" diameter	150	LF	\$12.00
E.9.13	Removal of mastic on pipe insulation	150	LF	\$12.00
E.9.14	Removal of mastic on duct insulation	100	LF	\$30.00
E.9.15	Asbestos insulation on equipment	50	SF	\$5.00
E.9.16	Asbestos blown or sprayed insulation	50	SF	\$5.00

E.10. Miscellaneous Items

E.10.1	Liquid Storage Tank Rental (6,500 gallon cap.)	2	Mnth	\$3,600.00
E.10.2	Liquid Storage Tank Rental (20,000 gallon cap.)	2	Mnth	\$4,500.00
E.10.3	Pump Rental	5	DAY	\$100.00
E.10.4	Health and Safety Plan	1	EA	\$500.00
E.10.5	Modifications to the Health and Safety Plan	1	EA	\$150.00
E.10.6	Waste Management Plan	1	EA	\$500.00
E.10.7	Modifications to the Waste Management Plan	1	EA	\$150.00
E.10.8	Over-pack Drum	2	DRM	\$280.00
E.10.9	Steel Open-Top Drum	5	DRM	\$90.00
E.10.10	Steel Closed-Top Drum	5	DRM	\$90.00
E.10.11	Deleted per Addendum II	N/A	N/A	N/A
E.10.12	Petroleum Degrading Liquid	20	GAL	\$43.50
E.10.13	Petroleum Storage Tank Removal <2,000 capacity gallons	1	EA	\$12,000.00
E.10.14	Petroleum Storage Tank Removal >10,000 capacity gallons	1	EA	\$24,500.00
E.10.15	Clearing and Grubbing	1	Acre	\$3,100.00
E.10.16	Concrete/Asphalt and Bulky Item removal	100	TON	\$35.91
E.10.17	Seeding	1	Acre	\$1,950.00
E.10.18	Liner Material	2	EA	\$492.75
E.10.19	Removal, Transportation, and Disposal of Asbestos Cement Pipe <500 linear feet[2]	5	LF	\$1,000.00
E.10.20	Removal, Transportation, and Disposal of Asbestos Cement Pipe >500 linear feet[2]	501	LF	\$15.00
E.10.21	Transportation, and Disposal of Asbestos Cement Pipe <500 linear feet[2]	5	LF	\$500.00
E.10.22	Transportation, and Disposal of Asbestos Cement Pipe >500 linear feet[2]	501	LF	\$10.00
E.10.23	Traffic Control	7	DAY	\$1,850.00
E.10.24	Written Report	10	EA	\$500.00
E.10.25	Truck Standby Charges	5	HR	\$97.50
E.10.26	Sample Collection	24	EA	\$95.00
E.10.27	Sample Delivery	12	EA	\$20.00

Note:

(1) Each unit price item includes all costs, profit, and overhead required to perform each line item.

(2) AC pipe – to meet and or exceed NESHAP and OSHA guidelines, the Contractor may contract or subcontract the AC pipe removal, disposal, and handling to an accredits Texas Department of State Health Services licensed asbestos abatement contractor, if necessary.

**AGREEMENT
FOR
ON-CALL ENVIRONMENTAL REMEDIATION SERVICES
FOR
THE SAN ANTONIO AIRPORT SYSTEM**

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

This Agreement/Contract is made and entered into in San Antonio, Bexar County, Texas; between the City of San Antonio, a Municipal Corporation in the State of Texas, hereafter referred to as "City", acting by and through its City Manager and

Progressive Environmental Services, Inc. (dba SWS Environmental Services)
600 Grand Panama Boulevard, Suite 200
Panama City Beach, Florida 32407

hereafter referred to as "Contractor", said 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".

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**ARTICLE I.
DEFINITIONS**

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

- 1.1 "City" means The City of San Antonio, Texas.
- 1.2 "Compensation" means amounts paid for services under this Agreement.
- 1.3 "Contractor" means Progressive Environmental Services, Inc. (dba SWS Environmental Services) and its officers, partners, employees, agents and representatives, and all sub-Contractors, if any, as well as all other persons or entities for which Contractor legally is responsible.
- 1.4 "Director" means the Director of City's Aviation Department or his designee.
- 1.5 "Project" means the specific On-Call Environmental Remediation work for which a Task Order is negotiated and executed by both Parties.
- 1.6 "SAMSA" means the San Antonio Metropolitan Statistical Area or Relevant Marketplace, which collectively is comprised by Bexar County and the seven (7) surrounding counties of Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson.
- 1.7 "SAWS" means the San Antonio Water System, Inc.
- 1.8 "Price Schedule" means the hourly rates for services and the fees associated with specific tasks listed in Exhibit 1.
- 1.9 "Services" means those services described in the Scope of Services as set out in a Task Order.
- 1.10 "Total Compensation" means the not to exceed amount of this Agreement.
- 1.11 "Task Order" means a written agreement, executed by both parties and made a part of this Agreement, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.
- 1.12 "Task Order Request" means a request from the City to the Contractor to submit a proposal for a specific project as further defined herein.

**ARTICLE II.
COMPENSATION**

The Compensation for all services included in this Agreement SHALL NOT EXCEED ONE MILLION DOLLARS AND NO/00 CENTS (\$ 1,000,000.00).

- 2.2 Contractor shall submit a Proposal for each Task Order Request that City requests to be performed under this Agreement. City either will approve or disapprove each Proposal. The City's approval shall be evidenced by a Task Order executed by both parties. Task Orders shall be numbered sequentially starting with number one and must reference this Contract. Each Task Order will become a part of this Agreement.

2.2.1 Contractor understands and agrees that City has entered into multiple professional services agreements with other Contractors and has the authority to assign work tasks at its sole discretion.

2.2.2 Contractor understands and agrees that City makes no minimum guarantees with regard to the amount of services, if any, Contractor may be extended under this Agreement.

2.3 Each Task Order amount shall be based on the Scope of Services for a particular Project and will be based on the pre-priced tasks and or hourly rates included in the Price Schedule "Exhibit 1" hereto.

2.4 Reimbursable Expenses (If Applicable)

When authorized in advance by the City in writing, Contractor will be entitled to reimbursement at actual incurred cost for services and related expenses for the following items:

2.4.1 Travel outside SAMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Contractor's performance of Service under the Agreement and only to expenses allowed under and in accordance with the Aviation Department's Consultant and Contractor Reimbursable Expenses Policy attached hereto as Exhibit 2. Travel costs are limited to the per diem rates set annually by the Federal Government's General Services Administration. Contractor shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Contractor's travel within SAMSA.

2.4.2 Mailing, courier services and copies of documents requested by the City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein without further approval of City. Contractor shall bear these costs unless agreed to, in writing, by City, upon the issuance of a Task Order.

2.4.3 Graphics, physical models, and presentation boards requested by the City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without further approval of City. Contractor shall bear these costs unless agreed to, in writing, by City, upon the issuance of a Task Order. Note that the City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.4.4 Markup on sub-contractor work. Markups for sub-contractor work shall not exceed five percent (5%). There shall be no markup on reimbursables from sub-contractor.

ARTICLE III. METHOD OF PAYMENT

3.1 Payments to Contractor shall be in the amount shown on the invoices consistent with the applicable Task Order and the supporting documentation submitted, and shall be subject to City's approval. All services shall be performed to City's satisfaction, which satisfaction shall be judged by the Director in his or her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by the Director, and the associated unit price for such service as may be described in Contractor's Price Schedule (Exhibit 1 hereto) and the applicable Task Order.

3.1.2 Monthly payments for services performed will be reviewed by Director upon Contractor submitting invoices, with required back-up and reference to the individual Task Order. The invoice shall indicate the value of the additional services performed to date on that Task Order and any other invoices or payments made related to that Task Order.

3.2 Contractor shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by others in connection with the Project and the performance of the work, and shall, if requested, provide City with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this Agreement, unless Contractor is able to demonstrate to City bona fide disputes associated with the unpaid subcontractor and its services. Contractor shall include a provision in each of its sub-agreements imposing the same payment obligations on the sub-contractors as are applicable to Contractor hereunder, and if City so requests, shall provide copies of such payments by Contractor to City. If Contractor has failed to make payment promptly to the sub-contractor for the Services for which City has made payment to Contractor, City shall be entitled to withhold payment to Contractor to the extent necessary to protect City.

3.3 Contractor warrants that title to all Services covered by an invoice will pass to City no later than the time of payment. Contractor further warrants that upon submittal of an invoice, all Services for which invoices have been previously issued and payments received from City shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Contractor or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONTRACTOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH, OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONTRACTOR.**

3.4 Contractor may submit a request for partial compensation prior to Task Order's completion. A request for partial compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed as reflected in the progress report and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by the Director, and the associated unit price for each Service/Project as may be described in the Price Schedule included in Exhibit "1" hereto.

3.5 Project Close Out and Final Payment:

3.5.1 Final billing shall indicate "Final Bill - no additional compensation is due to Contractor".

3.5.2 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Contractor is responsible, because of:

3.5.2.1 delays in the performance of Contractors work;

3.5.2.2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

3.5.2.3 failure of Contractor to make payments properly to sub-Contractors or vendors for labor, materials or equipment;

3.5.2.4 reasonable evidence that Contractor's work cannot be completed for the amount unpaid under this Agreement;

3.5.2.5 damage to City; or

3.5.2.6 persistent failure by Contractor to carry out the performance of its services in accordance with this Agreement.

3.5.3 When the above reasons for withholding are removed or remedied by Contractor, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this Article.

3.5.3.1 In the event of any dispute(s) between the parties regarding the amount properly compensable for any portion of work or as final compensation, or regarding any amount that

may be withheld by City, Contractor shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Contractor does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

3.5.3.2 City shall make final compensation of all sums due Contractor not more than thirty (30) days after Contractor's execution and delivery of a final invoice.

3.5.3.3 Acceptance of final compensation by Contractor shall constitute a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final invoice.

3.5.3.4 Contractor agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE IV. SCOPE OF SERVICES

4.1 This Agreement is an On-Call, Task Order, or indefinite delivery agreement for on-call environmental remediation services and such other services that are required for or are associated with environmental remediation services. Specific scope, including but not limited to the services listed in this Article IV, and requirements as to location, conditions, procedures, and associated services pertaining to a Project shall be negotiated and set out in individual Task Orders for each Project. Each Task Order is incorporated into and shall become a part of this Agreement. Contractor understands and agrees that City has entered into multiple On-Call Environmental Remediation Services agreements with other Contractors and has the authority to assign Task Orders at its sole discretion. As stated in Article II herein, Contractor understands and agrees that City makes no minimum guarantees with regard to the amount of Services, if any, Contractor may be extended under this Agreement.

4.2 This On-Call Contract will use Task Orders (issued in accordance with Article VI) to respond to and perform various environmental remediation related services including services involving impacted soil and water media. The services to be provided will be used on an as-needed basis. Work to be performed under this Contract will consist of excavation, removal, loading, transportation and disposal of impacted soils and/or water. The contaminants that have the potential to be present in the media include, but they are not limited to RCRA 11 metals, semi-volatile organic compound (SVOC), volatile organic compounds (VOCs), Total Petroleum Hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAHs), Polychlorinated biphenyls (PCBs), Asbestos Cement Pipe (AC), etc. Other work may include backfilling excavations, stockpiling, removal, characterization and disposal, and/or recycling of construction/waste debris, industrial waste, hazardous waste, toxic waste, transite pipes (asbestos cement pipe), Petroleum Storage Tanks (PSTs) and petroleum impacted waste and liquid wastes from City property. City will provide project-specific laboratory analytical data of the media to be handled for each Task Order.

4.3 The scope of work may include emergency projects requiring immediate response and mobilization (such activities may include spill response, hazardous material releases, or the removal of liquid waste) upon receiving notification by the City. Task Orders will require the Contractor to mobilize to the site as indicated by City in the Task Order and complete the scope of work within the proposed time specified therein.

4.4 Excavation of Impacted Soils

4.4.1 Contractor shall be responsible for field verifying all underground utilities and obtaining appropriate clearances such as street excavation, runway closures, crane permits, street closures,

etc. prior to beginning excavation activities. Contractor shall, at a minimum, contact a utility locate service and coordinate utility inspections for field verification purposes. Contractor shall field verify all utilities prior to excavation. City shall not be responsible for any damage to utilities or other underground structures as a result of Contractor's excavation activities. Contractor fully shall be responsible and liable for any damages to utilities, private property, and infrastructure and any consequential damage arising from impact to utilities or underground structures as a result of Contractor's excavation or any other activity. Contractor shall be fully responsible to obtain a right-of way (ROW) permit, from the City of San Antonio's ROW Division, for traffic control measures and street/sidewalk restoration. Contractor shall be responsible for providing traffic control measures for projects needing this service. Contractor shall excavate all soils using all necessary heavy equipment, including but not limited to such equipment as a backhoe, grade all, excavator, or dozer, unless field conditions warrant hand excavation. Contractor shall employ work methods to prevent cross-contamination of media and equipment. When possible, Contractor shall excavate all soils and place the impacted soils directly into an authorized vehicle for transportation of impacted media; unless the scope of work requires reuse of clean or impacted material. If soils are to be staged, Contractor shall take precautions to prevent cross contamination to surrounding areas. Precautions may include placing the stockpile on asphalt or lining the staging area, constructing berms around the staging area, and covering the stockpile to prevent storm water run-on/run-off and wind dispersion.

4.4.2 Contractor shall implement engineering controls, such as wetting the material as necessary, to prevent dust and wind dispersion while excavating impacted soils. No visible dust or debris shall be generated during the excavation of impacted soils. Contractor shall, at City's discretionary request, provide air sampling to confirm no emissions of dust or contaminants of concern. Contractor shall prepare a Waste Management Plan (WMP) and a Health and Safety Plan (H&SP) prior to beginning any work. City's representative must receive and review these documents prior to issuing a notice to proceed.

4.5 Transportation and Disposal of Impacted Media. All impacted material shall be transported by an authorized hauler to an authorized disposal facility as described in this section and in compliance with applicable regulations. Transporters shall be insured and licensed and permitted by the state, federal and local agencies (e.g.: waste hauler permit issued by City's Solid Waste Department), as required for the waste material that is to be hauled. Contractor shall provide proof of licenses and permits, as required, prior to commencing the work. All transporting vehicles shall be in good working condition. All loads must be covered with a tarp to prevent dispersion of material while transporting the media from the project site to the selected landfill, disposal facility, or selected location. City reserves the right to remove transporters from the site if the vehicles are not in good working condition or do not have a tarp covering the media. End dump trailers and bobtail dump trucks may be used to transport impacted soils contingent upon the site location, accessibility, and authorization by City. All transporters shall haul impacted media directly to the disposal facility or any other authorized facility and shall not spill or track impacted material in route to the authorized facility. If Contractor requires decontamination of the transporters, it shall be done at the end of the work day and at the expense of Contractor. Truck liners may be allowed, at the expense of Contractor, when handling dry materials, since liners may or may not reduce the decontamination process. Truck liners, when necessary, will be allowed when City's representative approves this line item as part of the scope of work. In some instances, Contractor might be required to transport lightly impacted or non-impacted material to a different authorized facility. The same rules previously mentioned above are applicable for this particular instance.

4.6 Decontamination.

4.6.1 Contractor shall prevent cross-contamination of the impacted material to surrounding media by decontaminating all equipment, tools, personnel, etc. It shall be Contractor's responsibility to decontaminate transporting trucks and/or roll-off containers prior to leaving the site. A dry method, such as brushing off visible debris from wheels and sides of the transporter is allowed. If a wet method is necessary to decontaminate any piece of equipment or a transporter, all decontamination waste must be containerized and properly disposed. If the material is saturated with liquids and has the potential to adhere to the transporter, Contractor shall line the transporter with a minimum of one layer of 6-mil plastic.

4.6.2 Contractor shall decontaminate all equipment that has been in contact with the impacted media. Dry methods are preferred. As necessary, Contractor shall decontaminate using high-pressure water and non-phosphate detergent. All personnel that come into contact with the impacted material shall be decontaminated before leaving the site by removing and disposing of impacted clothing and washing with water and low foaming soap. Contractor shall perform more stringent decontamination methods, as appropriate. All decontamination procedures shall be identified and described in Contractor's WMP and H&SP.

4.7 Personal Protective Equipment

4.7.1 All tasks required as part of this contract have the potential to expose the worker to hazardous substances. All employees working on site (such as but not limited to equipment operators, general laborers, and others) potentially exposed to hazardous substances, health hazards, or safety hazards and their supervisors and management responsible for the site must abide by specifications outlined in 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER).

4.7.2 Contractor is responsible for reviewing 29 CFR 1910.120, addressing engineering controls, work practices and personal protective equipment (PPE) for employee protection from exposure to hazardous substances and safety and health hazards. The personal protective equipment to be worn by Contractor shall be identified and described in Contractor's H&SP and should abide by 29 CFR 1910.120 HAZWOPER. It is Contractor's responsibility to assess the work environment by providing personnel monitoring and determining, if additional PPE is necessary, once the scope of work is in progress. A HS&P must be prepared and submitted at the beginning of each project to City's Project Manager. City's Project Manager will ensure that the plan is accurate and complete in relation to the assigned task. The Contractor is responsible for the cost of providing PPE for Contractor employees.

4.8 Training. Contractor shall ensure that all workers have completed the HAZWOPER training, as deemed by 29 CFR 1910.120. At a minimum, all workers who handle impacted media shall receive forty (40) hours of HAZWOPER Training. Additionally, Contractor's Supervisor also must have an additional eight (8) hours of Supervisor HAZWOPER Training. Contractor must submit copies of certificates for workers involved in the project, as part of the HS&P, prior to beginning work. City reserves the right to verify 40-hour HAZWOPER Training certificates of each Supervisor and construction worker, to ensure compliance with OSHA 1910.120 regulations.

4.9 Sampling and Analysis. If requested by the City, Contractor shall collect and analyze samples as required to characterize waste for disposal, confirm petroleum storage tank removal and document field conditions. All samples shall be collected and analyzed in accordance with Local, State and Federal guidelines.

4.10 Contractor shall perform all work under this Contract in accordance with all Local, State and Federal regulations required to do the work order, with particular emphasis on FAA regulations, TSA regulations, and SAT's Airport Rules and Regulations. Contractor must follow the Texas Commission on Environmental Quality (TCEQ) rules and regulations, when applicable. Contractor must possess all applicable licenses, City permits, insurance and training required to perform environmental work activities. The applicable laws, regulations and policies include, but are not limited to:

- 30 Texas Administrative Code (TAC) 327
- 30 TAC 330
- 30TAC 333
- 30 TAC 334
- 30 TAC 335
- 30TAC 343
- 29 Code of Federal Regulations (CFR) 1910.120
- 40 CFR 122 (NPDES)
- 40 CFR 261

- 40 CFR 268
- 40 CFR 701
- 49 CFR, parts 1500 through 1699.

4.11 Petroleum Storage Tank Removal

4.11.1 Contractor properly shall remove and dispose of Underground/Aboveground Storage Tanks (U/ASTs) in accordance with Local, State and Federal regulations. Contractor shall have and maintain current licenses, permits and training, as required, for storage tank removal, including, but not limited to:

- TCEQ B License (30 TAC 334.416)
- TCEQ Corrective Action Specialist (30 TAC 334.453)
- TCEQ Corrective Action Project Manager (30 TAC 334.453)

4.11.2 Contractor shall properly notify the TCEQ and the City's Fire Marshall prior to any storage tank removal activities. Contractor shall properly render the tank vapor-free and inert prior to removal activities, in accordance with American Petroleum Institute (API) and other accepted industry practices. All storage tanks permanently shall be removed from service and shall be destroyed, disposed of or recycled for scrap metal. Contractor is responsible for making all proper notifications prior the removal activities.

4.11.3 Soil and/or water removed from the tank basin shall be sampled and analyzed in accordance with TCEQ procedures and directives. As required, Contractor shall over excavate and dispose of impacted soils at an authorized facility. Regulated Petroleum Storage Tank sites shall be closed in accordance with TCEQ regulations. As required by TCEQ Contractor shall collect samples from the tank basin excavation in accordance with TCEQ's RG 411 requirements.

4.11.4 Contractor shall provide a Tank Removal Report summarizing those activities, upon completion of the work. Contractor shall be responsible for submitting the proper documentation to the agencies requiring this information. Copies of this documentation shall be sent to City's representative at the completion of the project.

4.12 Truck Standby Charges. Contractor shall be required to have an adequate number of transporters available for project specific dates and times as specified by City's representative. In the event that site activities delay the loading of the Contractor's transporters, due to unforeseen conditions, Contractor would be asked to switch to Standby charges. Standby time will begin two (2) hours after the truck has arrived to the project site. It will be Contractor's responsibility to notify City's representative on the arrival time of the trucks. City will not consider any standby charges that are not approved by City's representative within twenty four (24) hours of the incident. An item has been included in the Price Schedule to cover this charge in the event this situation arises during construction.

4.13 Removal and Pumping of Liquids. Contractor shall be responsible for providing traffic control measures for projects deeming this service. Contractor shall remove all liquid using any necessary equipment, including but not limited to such equipment as a pumps, pump trucks, extended length hoses, frack tanks, and storage containers. Contractor shall employ work methods that contain liquids and prevent any additional contamination of media. When possible, Contractor shall pump all liquids directly into an authorized vehicle for transportation of liquid materials or staging container when testing is needed. If liquids are to be stored, Contractor shall take precautions to prevent leaks or spills to the surrounding areas by using secondary containment measures. Precautions may include placing the temporary storage containers on lining in the staging area, constructing berms around the staging area, or using spill guards. Contractor shall prepare a Waste Management Plan (WMP) and a Health and Safety Plan (H&SP) prior to beginning any work. City's representative must receive and review these documents prior to issuing approval to proceed with the task order

4.14 Asbestos. The Contractor will properly and safely remove, manage and dispose of asbestos-containing material, according to Federal, State and Local regulations and industry work practices. The wastes may consist of, but are not limited to the following:

- a. Thermal System Insulation (TSI) such as pipe insulation, pipe elbows, and pipe runs;
- b. surfacing materials such as walls, ceilings, flange beams or other structural members;
- c. Miscellaneous materials such as gypsum wallboard and joint compound, ceiling tiles, textured wall material, vinyl flooring, flooring mastic, and asphalt roofing.

Contractor must submit all 10-day notices to the State before starting work. Prior to starting the job, Contractor shall notify the occupants of the facility and provide work schedules. Contractor will be required to submit asbestos abatement certifications for on-site Contractor/Supervisor and other personnel working on the Project and copies of certificate of accreditation and State licensing documents also shall be made available on-site(s) during abatement activities for inspection by City and others.

4.15 Contractor shall exhibit professionalism during all aspects of this contract and perform all work under this contract in accordance with accepted industry standards and practices. Contractor shall control site safety and security at all times after the notice to proceed for a specific work order has been provided by City. As necessary, Contractor shall install temporary fencing, barricade tape or other means to control access by unauthorized persons. Costs associated with staging area testing, airfield security, escorting, ground movement control, security badging, site security and safety are considered incidental and should be included in the specific task order for a given project. Work methods and quality control measures are the responsibility of Contractor. City reserves the right to approve or suspend work methods considered unsafe, illegal or ultimately detrimental to the Project or the City.

4.16 Contractor shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Contractor shall provide staff for regular, overtime, night, weekend, and holiday service, as requested by Department. Persons retained by Contractor to perform work pursuant to this Agreement shall be employees or subcontractors of Contractor.

4.17 Contractor shall not commence service on any Task Order authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed. Should the scope subsequently change, either Contractor or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

4.18 Contractor, in consideration for the compensation herein provided, shall render the professional services described in this Section that are necessary for the advancement of the Project to substantial completion.

4.19 Contractor shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein, in each authorized Task Order and in accordance with the Price Schedule, attached and incorporated herein as Exhibit "1". The Scope of Services shall be fully described the Task Order for each authorized service task, and as provided in this Agreement

4.20 Immediately upon City Council approval of this Agreement, Contractor shall, at Contractor's expense, obtain 1) Airport Personnel Identification Badges for each employee who may perform work hereunder, and 2) Airfield Driver's Licenses, as needed, for employees that may have a need to operate a vehicle within the Airport Operations Area. The procedures for procuring these badges and licenses are outlined in the Procedures for Obtaining Airport Personnel Identification Badge and Airfield Driver's License in Exhibit 3 Consultant, at its own expense, shall maintain sufficient staff security clearances, badges and driving operator licenses to be able to initiate Services in a timely manner upon issuance of a Notice to Proceed.

**ARTICLE V.
TIME AND PERIOD OF SERVICE**

5.1 The term of this Agreement shall commence upon its execution by both parties and shall remain in full force and effect for the period of three (3) years, herein referred to as the "Initial Term", unless otherwise terminated.

5.2 City shall retain an option to extend this Agreement for one additional two year period, herein referred to as the "Extension Period". The Director shall have the authority to exercise such options at his/her discretion without City Council action.

5.3 Time is of the essence of this Agreement. Contractor shall perform and complete its obligations for the various tasks or services specified in a particular Task Order in a prompt and continuous manner so as to not delay aviation operations, the development of any design services, or the construction of the work for the Project or any other on-going or planned City construction. If, upon review of Task Orders, corrections, modifications, alterations or additions are required of Contractor, these items shall be completed by Contractor before that Task Order is approved.

5.4 Contractor shall not proceed with the next appropriate Task Order without a written notice to proceed from City. City may elect to discontinue Contractor's services at the end of any Task Order for any reason. However, if circumstance dictates, the Director may make adjustments to the scope of Contractor's obligations at any time to achieve the required services.

5.5 Contractor shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Contractor's reasonable control. Within three (3) days from the occurrence of any event, for which time for performance by Contractor shall be significantly extended under this provision, Contractor shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines that Contractor is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement

5.6 In the event that a Task Order is issued prior to the expiration of the Agreement and the time to complete the Project will extend beyond the term of the Agreement, this Agreement shall remain valid for such period as may be reasonably be required for the completion of the Project, including any extra work and any required extensions thereto, unless discontinued as provided for elsewhere in this Agreement

**ARTICLE VI.
TASK ORDER PROCESS**

6.1 Necessary On-Call Environmental Remediation Services requirements will be established with each Project-specific Task Order.

6.2 When Director has a Project for which he desires to have one of the services identified herein, or a related service, performed, , Director, or his designee, shall notify Contractor by issuing a Task Order Request in writing, which writing may be in email form. Each Task Order Request will include, at a minimum:

- Name of Project
- Location of Project
- Copies of or access to Project documentation (such as specifications, environmental reports, or drawings) needed by Contractor to prepare a Proposal
- Project schedule
- Any specific deadlines for performance of On-Call Environmental Remediation Services, and
- A deadline for responding to the Director with a Proposal based on the above.

6.3 Contractor shall inspect the proposed work site, if necessary, prepare and submit to Director, within the timeline stated in a Task Order Request, a Proposal in writing, which writing may be in email form, for the desired services which will include at a minimum:

- Scope of Services, specific staffing,
- Estimate of Project cost based on rates and fees agreed upon in Exhibit 1, Price Schedule, and
- A copy of the approved Price Schedule.

The Contractor shall submit the Proposal in editable electronic format to the City. By submitting a Proposal, Contractor agrees to perform the requested service within the time stated in the Task Order Request.

6.4 Contractor and Director shall negotiate the Proposal. Once Contractor and Director reach mutual agreement as to scope, staffing, scheduling and cost, the City shall issue a Task Order to be executed by both parties evidencing the agreed scope and costs.

6.5 The Director has the authority to execute a Task Order on behalf of the City so long as such Task Order does not exceed the total contract value and funds are provided for in the Project budget as allocated by City Council.

6.6 Contractor shall not proceed with services until after a Task Order has been executed, Contractor receives a Notice to Proceed, and all documents required by Director in advance of commencement of work, to include proof of insurance, have been provided. Any services provided or expenses incurred, prior to receiving a notice to proceed or after the expiration of this Agreement on a particular Task Order, will be at Contractor's sole risk and expense and may not be reimbursable by City.

6.7 Actual amounts billed shall not exceed the total amount as set out in the Task Order.

6.8 Each Task Order shall be incorporated herein for all purposes. Each Task Order shall be numbered sequentially starting with number one and must reference this Agreement.

6.9 Contractor shall not invoice for any work associated with the Project Task Order Request process, including development of Proposal and the associated Task Order negotiation.

6.10 In the event of an emergency, Director, or his designee, may issue a written Task Order Request, which writing may be in email form, and Contractor may begin performing services under this Agreement without a finalized Task Order so long as pricing for the required tasks and/or hourly rates for such services are listed and included in Exhibit 1, Price Schedule. As soon as practicable, but no later than 48 hours after receiving the emergency Task Order Request, Contractor shall prepare a Proposal and a Task Order then shall be negotiated and executed by both Parties. The Director, in his sole discretion, may determine whether a Project is an emergency.

ARTICLE VII. COORDINATION WITH THE CITY

7.1 Contractor shall hold periodic conferences with the Director or his representative(s) through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Contractor in this coordination, City shall make available for Contractor's use in planning and designing the Project all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Contractor. However, any and all such information shall remain the property of City and shall be returned by Contractor upon termination or the completion of the Project or if instructed to do so by the Director.

7.2 The Director shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director 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 Contractor's services.

7.3 City will give written notice to Contractor whenever City observes, discovers or otherwise becomes aware of any defect in Contractor's services, or any development that affects the scope or timing of Contractor's services.

7.4 Permits. Unless otherwise required by City, Contractor shall furnish permit approvals obtained from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Contractor will notify City of permits needed prior to the Contractor submitting a task proposal. City will provide Contractor reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by City pursuant to other provisions of the Agreement, but City shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like.

ARTICLE VIII. REVISIONS TO DOCUMENTS

Contractor shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City which are within the Scope of Services and/or Task Order. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City's request, which involve extra services and expenses to Contractor, only shall be requested through an additional Task Order for services.

ARTICLE IX. OWNERSHIP OF DOCUMENTS

9.1 All documents, including the original drawings, estimates, specifications and all other documents and data, previously owned by Contractor, shall remain the property of Contractor as instruments of service. However, it is to be understood that City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse without specific written verification or adaptation by Contractor will be at City's sole risk and without liability or legal exposure to Contractor.

9.2 Contractor acknowledges and agrees that City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Any and all documents, including the original drawings, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City, upon request or termination or completion of this Agreement without restriction on future use.

9.3 Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Such protection of proprietary rights by Contractor shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Contractor by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

9.4 Contractor hereby assigns all statutory and common law copyrights to any copyrightable work that in part or in whole was produced from this Agreement to City, including all equitable rights. No reports, maps, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be the subject of an application for copyright by Contractor. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, unless otherwise specified herein). Contractor shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Contractor may make copies of any and all documents and items for its files. Contractor shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers, or other persons, subsequent to the completion of the Project. City requires that Contractor

appropriately mark all changes or modifications on all drawings, specifications and other documents by other engineers or other persons, including electronic copies, subsequent to the completion of the Project.

9.6 Copies of documents, which may be relied upon by City are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Contractor. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Contractor to City or utility only are for convenience of City or utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Contractor, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Contractor or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Contractor or its suppliers.

ARTICLE X. TERMINATION AND/OR SUSPENSION OF SERVICES

10.1 Right of Either Party to Terminate for Default

10.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Agreement and a failure to cure as provided in this Paragraph 10.1.

10.1.2 The party not in default must issue a signed, written Notice of Termination (citing this paragraph) to the other party declaring the other party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) days to cure any failure to perform under this Agreement. Upon the completion of such ten-day period, commencing upon receipt of Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice. 10.2 Right of City to Terminate

10.2.1 City reserves the right to terminate this Agreement for reasons other than substantial failure by Contractor to perform by issuing a signed Notice of Termination (citing this paragraph), which shall take effect on the twentieth (20th) day following receipt of said notice and upon the scheduled completion date of the performance phase in which Contractor then is currently working, whichever effective termination date occurs first.

10.3 Right of City to Suspend Giving Rise to Right of Contractor to Terminate

10.3.1 City reserves the right to suspend this Agreement at the end of any phase for the convenience of City by issuing a signed, written Notice of Suspension (citing this paragraph) which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said Notice of Suspension by the Contractor.

10.3.2 Contractor hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) days. Contractor may exercise this right to terminate by issuing a signed, written Notice of Termination (citing this paragraph) to City after the expiration of one hundred twenty (120) days from the effective date of the suspension. Termination (under this paragraph) shall become effective immediately upon receipt of said written notice by City.

10.4 Procedures Contractor to follow upon Receipt of Notice of Termination

10.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Contractor immediately takes action to cure a failure to perform under the cure period set out hereinabove, Contractor immediately shall begin the phase-out and the discontinuance of 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. Within thirty (30) days after receipt of such Notice of Termination (unless Contractor successfully has cured a failure to perform) Contractor shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

10.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in Article IX herein.

10.4.3 Upon the above conditions being met, City promptly shall pay Contractor that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.4.4 City, as a public entity, has a duty to document the expenditure of public funds. Contractor acknowledges this duty on the part of City. To this end, Contractor understands that failure of Contractor to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Contractor of any and all rights or claims to payment for services performed under this Agreement by Contractor.

10.4.5 Failure of Contractor to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Contractor of any and all rights or claims to collect monies that Contractor otherwise may be entitled to for services performed under this Agreement.

10.5 Procedures Contractor to Follow upon Receipt of Notice of Suspension

10.5.1 Upon receipt of written Notice of Suspension, which date also shall be the effective date of the suspension, Contractor shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed promptly to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

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

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

10.5.4 In the event that Contractor exercises the right to terminate one hundred twenty (120) days after the effective suspension date, within thirty (30) days after receipt by City of Contractor's Notice of Termination, Contractor promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

10.5.6 Upon the above conditions being met, City promptly shall pay Contractor that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.5.7 City, as a public entity, has a duty to document the expenditure of public funds. Contractor acknowledges this duty on the part of the City. To this end, Contractor understands that failure of Contractor substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Contractor of any portion of the fee for which Contractor did not supply such necessary statements and/or documents.

ARTICLE XI. CONTRACTOR'S WARRANTY

Contractor warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Bexar County, Texas. Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of Article X herein.

ARTICLE XII. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

12.1 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.

12.2 The Contractor 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. Contractors are expected to solicit bids from available DBE's on contracts which offer subcontracting opportunities.

12.3 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.

12.4 The Contractor 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. Contractor agrees to include this clause in each sub-consultant contract the prime consultant signs with a sub-consultant.

12.5 The Contractor 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 Contractor further agrees to return retainage payments to each sub-consultant within fifteen (15) days after the sub-consultant's work is satisfactorily completed. The Contractor shall provide the City with a report, in a format prescribed by the City, detailing all amounts, if any, paid to DBE subconsultants or suppliers with each invoice that

Contractor submits hereunder. 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.

12.6 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. Contractors shall make a good-faith effort to replace DBE sub-consultants unable to perform on the contract with another DBE.

12.7 During the term of this Agreement, the Contractor 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.

12.8 The Contractor shall comply with the DBE Compliance and Enforcement Policy attached hereto as Exhibit 4. Failure or refusal by a Proposer or Contractor 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.

ARTICLE XIII. ASSIGNMENT OR TRANSFER OF INTEREST

Contractor shall not assign or transfer Contractor's interest in this Agreement without the written consent of City.

ARTICLE XIV. INSURANCE REQUIREMENTS

14.1 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 "On-Call Environmental Remediation Services" 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.

14.2 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.

14.3 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:

TYPE	AMOUNTS
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 Bodily Injury and Property Damage of \$5,000,000 per occurrence; \$10,000,000 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	Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence for vehicles with AOA Access; a Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence for all other vehicles

14.4 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. Contractor 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.

14.5 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
Environmental Stewardship Manager
457 Sandau Road
San Antonio, TX 78216

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 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..

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

ARTICLE XV. INDEMNIFICATION

15.1 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 (including but not limited to direct, indirect, special, exemplary, punitive, incidental and consequential 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, intellectual property infringements, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's negligent, errors or omissions under this Agreement, including any negligent acts, errors or omissions of Contractor, any agent, officer, director, representative, employee, Contractor 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, its 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.

15.2 Contractor shall advise City in writing within 24 hours of any claim or demand against City or Contractor, related to or arising out of Contractor's activities under this Agreement.

15.3 The provisions of this Article solely are 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.

ARTICLE XVI. CLAIMS AND DISPUTES

16.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Agreement terms, payment of money, extension of time, or other relief, with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between City and Contractor arising out of or relating to the Agreement. Claims must be initiated by written notice. Every Claim of Contractor, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind Contractor by his signature) of Contractor, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 Time Limit on Claims. Claims by Contractor or by City must be initiated in writing to the other party, within twenty-one (21) days after the occurrence of the event giving rise to such Claim.

16.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 Claims for Additional Time. If Contractor wishes to make a Claim for an increase in the time for performance, written notice, as stated in this Section XVI herein, must be given. Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 Claims for Consequential Damages. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by Contractor and to claims by City:

16.5.1 No consequential damages will be allowed.

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible.

16.5.3 No profit will be allowed on any damage claim.

16.6 No Waiver of Governmental Immunity. NOTHING IN THIS SECTION 16 SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

16.7 Alternative Dispute Resolution.

16.7.1 Continuation of Services Pending Dispute Resolution. Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances.

16.7.2 Requirement for Senior Level Negotiations. Before invoking mediation or any other alternative dispute process set forth herein, the parties agree that they shall first try to resolve

any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty days after a party delivers a written notice of such dispute, then the parties shall proceed with mediation alternative dispute resolution process contained herein. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

16.7.3.3 In the event the City and the CONTRACTOR are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Bexar County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

ARTICLE XVII. SEVERABILITY

If for any reason, anyone or more paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its effect to the specific section, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any section, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE XVIII. INTEREST IN CITY CONTRACTS PROHIBITED

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to subcontracts on City projects.

18.2 Contractor acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as the City owned utilities. Contractor's 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; a City officer or employee's parent, child or spouse; a business entity in which the City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) 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.

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

ARTICLE XIX. CONFLICTS OF INTEREST DISCLOSURE

Contractor must disclose if it is associated in any manner with a City officer or employee in a business venture or business dealings. Failure to do so will constitute a violation of City Ordinance No. 76933. To be "associated" in a business venture or business dealings includes:

a) being in a partnership or joint venture with a City officer or employee; b) having a contract with a City officer or employee; c) being joint owners of a business with a City officer or employee; d) owning at least ten percent ("10%") of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or e) having an established business relationship with a City Officer or employee as a client or customer.

ARTICLE XX. STANDARD OF CARE/LICENSING

20.1 Services provided by Contractor 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.

20.2 Contractor shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE XXI. RIGHT OF REVIEW AND AUDIT

21.1 Contractor grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Contractor's records relating to the performance of the Work under the Agreement, during the term of the Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Contractor's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Contractor records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

21.2 City agrees that it will exercise the right to audit, examine or inspect Contractor's records only during regular business hours. Contractor agrees to allow City's designee access to all of Contractor's Records, Contractor's facilities and current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Contractor also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

21.3 Contractor must include this audit clause in any subcontractor, supplier or vendor contract.

**ARTICLE XXII.
ENTIRE AGREEMENT**

This Agreement, and all Exhibits attached to and incorporated herein, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both City and Contractor.

**ARTICLE XXIII.
AMENDMENTS**

Alterations, additions, or deletions to the terms of this Agreement, shall be effected by amendment, in writing, executed by both Parties. In the event any material provision of the Agreement is modified, such amendment must be approved by the City Council. The Director shall have the authority to execute amendments which do not change the Total Compensation or any material provision of this Agreement without City Council approval.

**ARTICLE XXIV.
VENUE**

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas. 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.

**ARTICLE XXV.
NOTICES**

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party is otherwise notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) days of mailing.

If intended for City to:

Aviation Department
Attention:
Environmental Stewardship Division Manager
457 Sandau Rd.
San Antonio, Texas 78216

If intended for Contractor, to:

SWS Environmental Services
Attn: Legal Department
600 Grand Panama Blvd., Suite 200
Panama City Beach, FL 32407

**ARTICLE XXVI.
AIRPORT SECURITY**

26.1 To the extent Contractor 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. Contractor 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, Contractor must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City. Contractor 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.

26.2 Contractor 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, Contractor must adopt procedures to control and limit access to the Airport Premises utilized by Contractor 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, Contractor must have in place and in operation a security program for the Airport Premises utilized by Contractor that complies with all applicable laws and regulations. All employees of Contractor that require regular access to sterile or secure areas of the Airports must be badged in accordance with City and TSA rules and regulations.

26.3 Gates and doors located in and around the Airport Premises utilized by Contractor that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Contractor at all times when not in use, or under Contractor'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 Contractor until the malfunction is remedied.

26.4 In connection with the implementation of its security program, Contractor may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Contractor acknowledges that all such knowledge and information is of a highly confidential nature. Contractor 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. Contractor 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.

ARTICLE XXVII. INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between City and Contractor is that of an independent contractor. By the execution of this Agreement, Contractor and City do not change the independent contractor status of Contractor. Contractor shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of Contractor, in the performance of this Agreement, shall be construed as making Contractor the agent, servant or employee of City, or as making Contractor or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

ARTICLE XXVIII. CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

ARTICLE XXIX. LEGAL AUTHORITY

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

EXECUTED ON THIS, THE _____ DAY OF _____, 2012.

CITY OF SAN ANTONIO, TEXAS

PROGRESSIVE ENVIRONMENTAL SERVICES,
INC. DBA SWS ENVIRONMENTAL SERVICES

Sheryl L. Sculley
Aviation Director

By: Eugene A. Carlson
Signature

EUGENE A. CARLSON JR
Printed Name

PRESIDENT
Title

APPROVED AS TO FORM: _____

By: _____
City Attorney

Federal Tax ID#: _____

EXHIBIT 1

PRICE SCHEDULE

Item	Item Description ⁽¹⁾	Est. Annual Quantity	Unit	Unit Price
E.1.1	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of 1 to 500 cubic yards	2	EA	\$1,059.68
E.1.2	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of 501 to 3,000 cubic yards	2	EA	\$1,059.68
E.1.3	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of 3,001 to 12,000 cubic yards	1	EA	\$1,059.68
E.1.4	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of more than 12,000 cubic yards	1	EA	\$1,059.68
E.1.5	Asbestos Abatement Mobilization	2	EA	\$5,680.50
E.1.6	Demobilization of equipment, personnel, tools and appurtenances	6	EA	\$1,059.68
E.2.1	Excavation of bulk soils 1 to 500 loose cubic yards	400	CY	\$4.41
E.2.2	Loading of bulk soils 1 to 500 loose cubic yards	400	CY	\$3.23
E.2.3	Excavation of bulk soils 501 to 3,000 cubic yards	2,500	CY	\$1.79
E.2.4	Loading of bulk soils 501 to 3,000 cubic yards	2,500	CY	\$2.69
E.2.5	Excavation of bulk soils 3,001 to 12,000 cubic yards	7,000	CY	\$1.69
E.2.6	Loading of bulk soils 3,001 to 12,000 cubic yards	7,000	CY	\$2.65
E.2.7	Excavation of bulk soils more than 12,000 loose cubic yards	12,500	CY	\$1.58
E.2.8	Loading of bulk soils more than 12,000 loose cubic yards	12,500	CY	\$2.61
E.3.1	Backfilling and compaction of excavations	4,000	CY	\$23.24
E.4.1	Soils stockpiling and protective measures	2,500	CY	\$3.17
E.5	Bulk Transportation of Impacted Soils			
E.5.1	Bulk transportation of LPST, Class 2 or Class 3 non-hazardous waste with a haul distance of 1 to 20 miles, one way.	15,000	CY	\$11.85
E.5.2	Bulk transportation of LPST, Class 2 or Class 3 Non-hazardous waste with a haul distance of greater than 20 miles, one way.	7,500	CY	\$11.85
E.5.3	Bulk transportation of Class 1 non-hazardous waste	2,000	CY	\$11.85
E.5.4	Bulk transportation of hazardous waste	500	CY	\$37.91
E.5.5	Bulk transportation of toxic (TSCA-regulated) waste	100	CY	\$42.65
E.6	Bulk Disposal of Impacted Soils			
E.6.1	Bulk disposal of LPST, Class 2, or Class 3 non-hazardous waste	15,000	CY	\$23.98
E.6.2	Bulk disposal of Class 1 non-hazardous waste	2,000	CY	\$51.19
E.6.3	Bulk disposal of hazardous waste	500	CY	\$174.24
E.6.4	Bulk disposal of TSCA-regulated waste	100	CY	\$102.00
E.7	Bulk Transportation and Disposal of Liquid Waste			
E.7.1	Bulk transportation and disposal of non-hazardous liquid waste	20,000	GAL	\$0.70
E.7.2	Bulk transportation and disposal of hazardous liquid waste	500	GAL	\$3.04
E.8.1	Transportation and disposal of non-hazardous drummed liquid waste	1	DRM	\$137.20
E.8.2	Transportation and disposal of hazardous drummed liquid	1	DRM	\$438.39

	waste			
E.8.3.	Transportation and disposal of non-hazardous drummed solid waste	1	DRM	\$137.20
E.8.4.	Transportation and disposal of hazardous drummed solid waste	1	DRM	\$438.39
E.8.5.	Transportation and disposal of roll-off containerized Class 2 and Class 3 non-hazardous waste	2,000	CY	\$37.85
E.8.6.	Transportation and disposal of roll-off containerized Class 1 non-hazardous waste	2,000	CY	\$67.07
E.8.7.	Transportation and disposal of roll-off containerized hazardous waste	1,000	CY	\$225.05
E.9. Interior Surfacing Material Removal				
E.9.1	Interior Surfacing Material Removal - Friable (Other than spray-on/textured material)	500	SF	\$27.42
E.9.2	Interior Surfacing Material Removal - Non-Friable (Other than spray-on/textured material)	500	SF	\$27.42
E.9.3	Asbestos linoleum or floor covering (Single-layer, may include mastic)	500	SF	\$9.53
E.9.4	Asbestos linoleum or floor covering (Multi-layer, may include mastic)	500	SF	\$12.50
E.9.5	Asbestos floor tile (Single-layer, may include mastic)	500	SF	\$8.86
E.9.6	Asbestos floor tile (Multi-layer, may include mastic)	500	SF	\$12.50
E.9.7	2x4 Ceiling Tile	50	EA	\$58.20
E.9.8	1x1 Ceiling Tile	50	EA	\$35.25
E.9.9	Asbestos sheetrock/joint compound	300	SF	\$10.53
E.9.10	Asbestos Pipe (transite pipe)	100	LF	\$29.77
E.9.11	Asbestos insulation on pipe >12" diameter	150	LF	\$42.80
E.9.12	Asbestos Insulation on pipe <12" diameter	150	LF	\$48.20
E.9.13	Removal of mastic on pipe insulation	150	LF	\$42.80
E.9.14	Removal of mastic on duct insulation	100	LF	\$48.00
E.9.15	Asbestos insulation on equipment	50	SF	\$42.00
E.9.16	Asbestos blown-on or sprayed insulation	50	SF	\$36.60
E.10. Miscellaneous Items				
E.10.1	Liquid Storage Tank Rental (6,500 gallon cap.)	2	Mnth	\$911.43
E.10.2	Liquid Storage Tank Rental (20,000 gallon cap.)	2	Mnth	\$1,379.43
E.10.3	Pump Rental	5	DAY	\$106.93
E.10.4	Health and Safety Plan	1	EA	\$320.00
E.10.5	Modifications to the Health and Safety Plan	1	EA	\$160.00
E.10.6	Waste Management Plan	1	EA	\$153.00
E.10.7	Modifications to the Waste Management Plan	1	EA	\$77.00
E.10.8	Overpack Drum	2	DRM	\$220.00
E.10.9	Steel Open-Top Drum	5	DRM	\$71.50
E.10.10	Steel Closed-Top Drum	5	DRM	\$71.50
E.10.11	Bioremediation Pad	1	EA	* N/A
E.10.12	Petroleum Degrading Liquid	20	GAL	\$34.10
E.10.13	Petroleum Storage Tank Removal <2,000 capacity gallons	1	EA	\$3,023.22
E.10.14	Petroleum Storage Tank Removal >10,000 capacity gallons	1	EA	\$6,532.11
E.10.15	Clearing and Grubbing	1	Acre	\$3,955.02
E.10.16	Concrete/Asphalt and Bulky Item removal	100	TON	\$43.69
E.10.17	Seeding	1	Acre	\$4,007.75
E.10.18	Liner Material	2	EA	\$113.51
E.10.19	Removal, Transportation, and Disposal of Asbestos Cement Pipe <500 linear feet ^[2]	5	LF	\$346.23
E.10.20	Removal, Transportation, and Disposal of Asbestos Cement Pipe >500 linear feet ^[2]	501	LF	\$40.54

E.10.21	Transportation, and Disposal of Asbestos Cement Pipe <500 linear feet ⁽²⁾	5	LF	\$200.10
E.10.22	Transportation, and Disposal of Asbestos Cement Pipe >500 linear feet ⁽²⁾	501	LF	\$3.99
E.10.23	Traffic Control	7	DAY	\$1,867.11
E.10.24	Written Report	10	EA	\$1,600.28
E.10.25	Truck Standby Charges	5	HR	\$101.26
E.10.26	Sample Collection	24	EA	\$16.88
E.10.27	Sample Delivery	12	EA	\$67.52

****Notes:**

- (1) Each unit price item shall include all costs, profit, and overhead required to perform each line item.
- (2) AC Pipe - To meet and/or exceed NESHAP and OSHA guidelines, the CONTRACTOR may contract or subcontract the AC pipe removal, disposal, and handling to an accredited Texas Department of State Health Services (TDSHS) licensed Asbestos Abatement Contractor, if necessary.