

AN ORDINANCE 2008-06-05-0469

AUTHORIZING A \$851,976.00 PROFESSIONAL SERVICES AGREEMENT WITH DMJM AVIATION, INC. TO PROVIDE PLANNING DESIGN, AND CONSTRUCTION SERVICES FOR THE RUNWAY 3/21 EXTENSION, TAXIWAY RC EXTENSION – PHASE 2, AND AIRFIELD PAVEMENT REPAIRS PROJECTS AT SAN ANTONIO INTERNATIONAL AIRPORT; AUTHORIZING \$111,202.00 IN CONTINGENCY AND ADMINISTRATIVE EXPENSES; AND APPROPRIATING FUNDS.

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WHEREAS, the City requested Interest Statements from consulting firms desiring to provide professional services for the San Antonio International Airport, including planning and development, engineering and geotechnical investigation relating to design and surveying for the Runway 3/21 Extension Project and other airfield environmental development services; and

WHEREAS, based on interest statements submitted and subsequent interviews, the selection committee recommended DMJM Aviation, Inc. for contract negotiations; and

WHEREAS, City staff has negotiated an agreement with DMJM Aviation to provide design and construction administration services in the amount of \$851,976.00 for the Runway 3/21 Extension, Taxiway RC Extension – Phase 2, and Airfield Pavement Repairs projects; and this amount is considered fair and reasonable for the work involved; and it is now necessary to authorize a three-year professional services agreement with the firm to secure ongoing consulting services; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute the attached professional services agreement with DMJM Aviation, Inc.

SECTION 2. The amount of \$641,613.00 is appropriated in SAP Fund 51006002, 2007 PFC Construction Fund, SAP WBS AV-00015-01-01-07, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00160-90-03. The amount of \$641,613.00 is authorized to be transferred to SAP Fund 51099000.

SECTION 3. The budget in SAP Fund 51099000, SAP Project Definition 33-00160, Extend Runway 21 & Taxiway N, shall be revised by increasing SAP WBS element 33-00160-90-03 entitled Trf Fr AV-00015-01-01-07, SAP GL account 6101100 – Interfund Transfer In, by the amount \$641,613.00.

SECTION 4. The amount of \$574,193.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00160, Extend Runway 21 & Taxiway N, SAP WBS Element 33-00160-01-02, entitled DMJM Aviation, SAP GL Account 5201170, and is authorized for payment to be encumbered with a purchase order.

SECTION 5. The amount of \$57,420.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00160, Extend Runway 21 & Taxiway N, SAP WBS Element 33-00160-01-03, entitled DMJM Contingency, SAP GL Account 5406530, and is authorized for payment to be encumbered with a purchase order.

SECTION 6. The amount of \$10,000.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00160, Extend Runway 21 & Taxiway N, SAP WBS Element 33-00160-05-01, entitled Administration, SAP GL Account 5402010, and is authorized for payment to be encumbered with a purchase order.

SECTION 7. The amount of \$90,000.00 is appropriated in SAP Fund 51005001, 2007 Airport Construction Fund, SAP WBS AV-00014-01-01-08, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00022-90-01. The amount of \$90,000.00 is authorized to be transferred to SAP Fund 51099000.

SECTION 8. The budget in SAP Fund 51099000, SAP Project Definition 33-00022, Extend Taxiway R (RC) - Phase II, shall be revised by increasing SAP WBS element 33-00022-90-01 entitled Trf Fr AV-00014-01-01-08, SAP GL account 6101100 – Interfund Transfer In, by the amount \$90,000.00.

SECTION 9. The budget in SAP Fund 51099000, SAP Project Definition 33-00022, Extend Taxiway R (RC) - Phase II, shall be revised by decreasing SAP WBS Element 33-00022-05-07 entitled Unallocated Appropriations, SAP GL account 5406530, by the amount of \$163,993.00.

SECTION 10. The amount of \$221,811.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00022, Extend Taxiway R (RC) - Phase II, SAP WBS Element 33-00022-01-02, entitled DMJM Aviation, SAP GL Account 5201170, and is authorized for payment to be encumbered with a purchase order.

SECTION 11. The amount of \$22,182.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00022, Extend Taxiway R (RC) - Phase II, SAP WBS Element 33-00022-01-03, entitled DMJM Contingency, SAP GL Account 5406530, and is authorized for payment to be encumbered with a purchase order.

SECTION 12. The amount of \$10,000.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00022, Extend Taxiway R (RC) - Phase II, SAP WBS Element 33-00022-05-01, entitled Administration, SAP GL Account 5402010, and is authorized for payment to be encumbered with a purchase order.

SECTION 13. The amount of \$100,000.00 is appropriated in SAP Fund 51013000, Airport Capital Improvements Fund, SAP WBS AV-00006-01-02-12, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00040-90-01. The amount of \$100,000.00 is authorized to be transferred to SAP Fund 51099000.

SECTION 14. The budget in SAP Fund 51099000, SAP Project Definition 33-00040, Airfield Pavement Repairs, shall be revised by increasing SAP WBS element 33-00040-90-01 entitled Trf Fr AV-00006-01-02-12, SAP GL account 6101100 – Interfund Transfer In, by the amount \$100,000.00.

SECTION 15. The amount of \$55,972.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00040, Airfield Pavement Repairs, SAP WBS Element 33-00040-01-02, entitled DMJM Aviation, SAP GL Account 5201170, and is authorized for payment to be encumbered with a purchase order.

SECTION 16. The amount of \$5,600.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00040, Airfield Pavement Repairs, SAP WBS Element 33-00040-01-03, entitled DMJM Contingency, SAP GL Account 5406530, and is authorized for payment to be encumbered with a purchase order.

SECTION 17. The amount of \$6,000.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00040, Airfield Pavement Repairs, SAP WBS Element 33-00040-05-01, entitled Administration, SAP GL Account 5402010, and is authorized for payment to be encumbered with a purchase order.

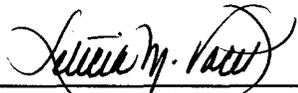
SECTION 18. The amount of \$32,428.00 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00040, Airfield Pavement Repairs, SAP WBS Element 33-00040-05-07, entitled Unallocated Appropriations, SAP GL Account 5406530, and is authorized for payment to be encumbered with a purchase order.

SECTION 19. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

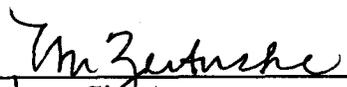
SECTION 20. This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 5th day of June, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST: 

City Clerk

APPROVED AS TO FORM: 

City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 9

Name:	5, 6, 7, 8, 9, 10, 11, 12, 14, 18, 19, 21, 22A, 22B, 23, 24, 25, 27, 31
Date:	06/05/2008
Time:	10:58:08 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a \$851,976.00 professional services agreement with DMJM Aviation, Inc. to provide planning, design, and construction services for the Runway 3/21 Extension, Taxiway RC Extension – Phase 2, and Airfield Pavement Repairs projects at San Antonio International Airport; authorizing \$111,202.00 in contingency and administrative expenses; and appropriating funds. [Penny Postoak Ferguson, Assistant City Manager; Mark Webb, Director, Aviation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5	x					
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				x
Louis E. Rowe	District 9	x					
John G. Clamp	District 10		x				

DMJM Aviation

5757 Woodway, Suite 101W, Houston, Texas 77057-1599
T 713.267.3200 F 713.267.3278 www.dmjmaviation.com

May 13, 2008

Mr. Kao-Lin Chen, P.E.
City of San Antonio
Department of Aviation
9800 Airport Blvd.
San Antonio, Texas 78216

Re: San Antonio Intercontinental Airport
Engineering Services Fee Proposal

Dear Mr. Chen:

We are pleased to submit our revised proposal summary for professional engineering services related to the RW-3/21 Extension, TW-RC Extension; RW-12R Pavement Repairs, and TW-R Pavement Repairs projects.

Attachment 2 includes a detailed written scope of services outlining the anticipated engineering tasks for the projects, a fee summary, and detailed task manhour estimates used for calculating the proposed fee.

The DMJM Aviation team also includes well qualified subconsultants:

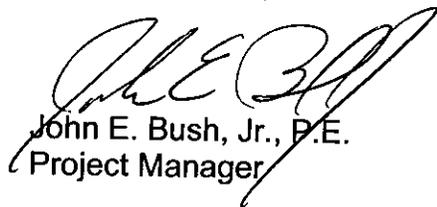
- **Vickery & Associates** will perform topographic surveying.
- **Arias and Associates** will perform geotechnical investigations
- **HVJ Associates** will perform non-destructive testing of pavements.
- **K.M Ng and Associates** will perform airfield electrical engineering
- **Pape-Dawson Engineers** will perform environmental permitting.

Based on this teaming, the total DBE participation for this proposal is estimated at 37.8%. DMJM Aviation remains committed to obtaining 45% DBE participation. The current level of DBE participation is based only on the services proposed to date. The level of DBE participation will increase as the project advances into areas of expertise for our DBE subconsultants. Vickrey and K.M Ng will continue to have significant roles in the design phase; and Foster CM Group will provide on site inspection services through construction of the project.

Mr. Chen
May 13, 2008
Page 2 of 2

Our Team is looking forward to successfully completing this project with the San Antonio Airport System and we trust that this proposal meets your expectations. Please review the information provided herein and do not hesitate to call should you have any questions or need additional information.

Sincerely,
DMJM Aviation, Inc.



John E. Bush, Jr., P.E.
Project Manager

Attachments

cc. Frank Wengler, P.E.
James Kirschbaum, P.E.
James Duke, P.E.

ATTACHMENT A – SCOPE OF SERVICES

Professional Services Agreement with DMJM Aviation for the following Projects at San Antonio International Airport:

- Runway 3-21 Extension Project
- Taxiway RC Extension – Phase 2 Project
- Airfield (Movement Area) Pavement Repairs Project

Runway 3-21 Extension Project

In general, this capacity project will include all work necessary to provide a 1000-foot extension to Runway 3-21 and Taxiway N. Relocation of other facilities located in or adjacent to the airfield that are impacted by this extension includes, but is not limited to: the perimeter road, security fencing, FAA navigational aids, utilities, and the North East Entrance Road.

As outlined in the Request for Qualifications, the project's professional services scope will be implemented in phases. The initial phase of the project, Preliminary Engineering, will include the development and evaluation of runway profile alternatives for the 1000-foot runway extension to the approach end of Runway 21. Final Design, Bid, and Construction Phase services will be based upon the accepted alternative from the Preliminary Engineering Phase. Additional Scope of Work for Resident Inspection Services will be considered in a future amendment.

I. Preliminary Engineering Phase

Preliminary Engineering Phase will essentially produce 35% Design Documents, and is defined as follows: The scope of the Project is delineated to the point where quantity and types of materials required for the project are identified, such that a detailed cost estimate can be completed, and operational impacts to Airport Operations have been identified.

Task A. General and Administration

1. Attend up to ten (10) coordination meetings with SAT/DOA – P&E personnel to provide updates on project development
2. Assist SAT/DOA – P&E with preparations for meetings with the FAA and other third-party owners (i.e. private utilities)
3. Assist SAT/DOA – P&E with preparations for meetings with Airport users on Project-related items which impact the users
4. Assist SAT/DOA – P&E on development of scope of work for agreements between COSA/DOA and the FAA and other third party owners (i.e. private utilities)
5. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s) addressing impacts
6. Assist with development of construction packaging strategy
7. Develop technical specifications for stockpile of fill material that may be available from other Airport projects
8. Conduct quality assurance reviews of all deliverables to SAT/DOA
9. Conduct submittal review meeting with SAT/DOA prior to final submittal of deliverables
10. Prepare preliminary opinion of probable construction cost
11. Prepare and submit Preliminary Engineering Report
12. Prepare list of technical specifications

Task B. Airfield – Civil Engineering

1. Prepare existing condition plan(s) of potential project area site. Existing condition plans will be based on topographic field surveys performed by DMJM Aviation, record documents provided by the SAT-DOA and other Local, State, and Federal jurisdictions. Existing condition map will show existing surface contours, utilities (wastewater, natural gas, drainage conveyances), SAT and FAA electrical and communications lines, airfield pavements, roadways, trees and other airport/airfield facilities (i.e. fences, NAVAID equipment) within the project area.

2. Develop a preliminary horizontal layout for a 1,000-ft extension to RW-3/21 and its associated parallel taxiways, TW-'N' and TW-'Q' in accordance with FAA recommendations presented in Advisory Circular 150/5300-13, latest edition, for Design Group V aircraft. Runway shall be provided with paved shoulders and a blast pad. Taxiway shall be provided with paved shoulders.
3. Evaluate the existing geometric layout for intersection of TW-'D' and TW-'Q' for compatibility of DC-10/MD-11 aircraft maneuvers. Provide recommendation on modifications to allow safe and efficient maneuvers.
4. Assess impact of runway extension on existing pavement. Identify limits of pavement required to transition from existing to proposed runway extension profile
5. Perform visual evaluation on the condition and performance of existing RW-3/21 pavement to remain. Recommend areas and method of pavement repair
6. Perform airfield pavement design in accordance with FAA AC 150/5320-6, Airport Pavement Design (latest edition)
7. Develop preliminary runway and parallel taxiway profiles in accordance with FAA AC 150/5300-13, Airport Design (latest edition). Development shall include preparation and evaluation of alternative runway profiles. Evaluation to consider compatibility with future airport development at the East Cargo complex; impacts on the existing runway, airport operations, and FAA facilities; profiles for parallel taxiways; construction duration; and construction costs
8. Develop preliminary grading design in accordance with FAA AC 150/5300-13, Airfield Design (latest edition). Development shall include preparation and evaluation of alternative grading plans. Evaluation to consider compatibility with potential future plans for airfield and airport development (i.e. RW-21 ILS, Wurzbach Parkway realignment, and East Cargo complex expansion); impact on existing facilities, Salado Creek, 100-year floodplain boundary line; construction duration, and construction costs
9. Perform FAR Part 77 analysis for the runway extension. Discuss impact on future development for the East Cargo area
10. Perform preliminary drainage design for the limits of the RW-3/21 Extension project area

Task C. Airfield Electrical

1. Develop preliminary airfield lighting system layout including extension of the runway and taxiway edge light systems and relocation of the runway end identifier lights (REILs)
2. Develop preliminary modifications to the airfield signage for the runway extension
3. Develop preliminary airfield circuitry plan for extension of runway and taxiway electrical system
4. Perform preliminary electrical load analysis for the proposed modifications to the airfield lighting and signage circuitry. Perform electrical capacity analysis on existing system and determine if the power demands from the modified circuits exceed the available power capacity. If the results of the analysis indicate, develop preliminary plan(s) to increase the circuit capacity to accommodate the power demands for the modified circuits.
5. Evaluate the performance of the existing airfield electrical system for RW-3/21 and if determined, recommend necessary repairs and/or electrical system enhancements
6. Develop preliminary electrical plans for the relocation of the existing localizer antenna and equipment shelter to the new equipment site. Provide access road to localizer equipment
7. Develop preliminary electrical plans for the relocation of the existing Precision Approach Path Indicator (PAPI) VISAID for RW-21
8. Develop preliminary relocation plan for the existing FAA duct bank(s) on the west side of TW 'N' and between the end of TW-'Q' and the current localizer to a location beyond the proposed pavement limits
9. Evaluate condition of existing airfield light fixtures for continued service and maintenance. Evaluate photometric difference between new generation and existing light fixtures. Provide recommendation on whether existing light system should be upgraded

Task D. Navigational Aids (NAVAIDs)

1. Perform NAVAID siting analysis for 03LOC (antennal and equipment shelter); RW-21 PAPI, and future RW-21 glide slope antenna and equipment shelter
2. Develop preliminary site design for 03LOC and RW-21 PAPI
3. Analyze the impact of grading alternatives on 03LOC. Provide recommendations for grading. Perform sensitivity analysis for terrain changes in 03LOC critical area
4. Analyze and assist on proposed grading in future RW-21 glide slope critical area
5. Assess condition of existing 03LOC equipment building for continued performance
6. Perform preliminary design for addition of DME equipment at new 03LOC equipment shelter site
7. Attend four (4) technical meetings with FAA

Task E. Roadways and Utilities

1. Develop preliminary horizontal alignments for relocation of the Northeast Entrance Rd. and the airport perimeter road within the limits of the RW-3/21 Extension Project area. Northeast Entrance Rd. shall be designed in accordance with COSA roadway design criteria. Perimeter service road shall also be designed to accommodate Airport emergency response vehicles and 10,000-gallon aircraft refueling trucks (98,000 lbs.) as well as construction traffic.
2. Develop preliminary vertical profiles for realignment of the Northeast Entrance Rd. and airport perimeter road within the limits of the RW-3/21 Extension Project area. Alternative profiles shall be based on 'like kind' alignment based on current encroachment of the Northeast Entrance in to the Salado Creek floodplain and a vertical alignment in accordance with the COSA roadway design criteria with respect to encroachment into floodplains.
3. Develop preliminary plans for drainage structures required for the roadway crossing and to mitigate impact on 100-yr floodplain elevations.
4. Develop preliminary plans for relocation of existing utilities within the limits of the RW-3/21 Extension Project area. Utilities include a 24-in gas transmission line and a 12-inch water transmission line.
5. Assist SAT/DOA with development of agreement for relocation of gas transmission line
6. Develop preliminary alignments for the Airport security fence within the limits of the RW-3/21 Extension Project area
7. Develop preliminary construction phasing plan to maintain traffic along the Northeast Entrance Rd. and perimeter service road during construction.

Task F. Hydrology

1. Evaluate DFIRM Model of Salado Creek to determine applicability to the site
2. Modify DFIRM model as necessary to provide flow calculations nodes adjacent to project site
3. Calculate storm water runoff for the study area based on the COSA ultimate development conditions for the 100-year floodplain
4. Calculate runoff for the following FEMA storm events
 - 10-year storm event
 - 50-year storm event
 - 100-year storm event
 - 500-year storm event

Task G. Hydraulics

1. Prepare hydraulic model for existing conditions based on the COSA Ultimate development conditions
2. Prepare hydraulic model for existing conditions based on FEMA 100-year design storm discharge
3. Prepare hydraulic model for proposed conditions (with Airport Runway improvement in place) based on the COSA Ultimate Development conditions

4. Prepare hydraulic model for proposed conditions based on FEMA 100-year design storm discharge
5. Execute existing conditions hydraulic model to determine boundaries of the 100-year flood plain for the City's Ultimate Development conditions and FEMA's 100-year storm event
6. Execute proposed conditions (with proposed runway improvements in place) hydraulic model for the City's Ultimate Development conditions and FEMA's 100-year storm event to determine boundaries of the FEMA 100-year flood plain

Task H. Floodplain Revisions

1. Prepare preliminary channel modifications
2. Analyze hydraulic model based on preliminary channel revisions
3. Refine channel modifications as required by hydraulic model to reestablish the 100-year floodplain elevations
4. Prepare preliminary plan and profile for the proposed channel modifications
5. Prepare Floodplain Development permit for review and approval by COSA

Task I. Tree Preservation

1. Evaluate impact of improvements on protected trees
2. Meet with COSA Arborist to review tree preservation plan

Task J. FEMA Submittal (CLOMR)

1. Prepare application and Drainage Study, including hydrology and hydraulic models, and submit to COSA for review and approval
2. Conduct application review meeting(s) with COSA
3. Submit COSA-approved Drainage Study to FEMA
4. Conduct review meetings with FEMA for issuance of CLOMR

Task K. Environmental Permitting *(Note: The following scope of services is based on preparation of a Army Corp of Engineer's Individual Permit Application.)*

1. Prepare a Corps of Engineer Permit Application utilizing forms provided by the Corps of Engineers
2. Prepare a Vicinity Map
3. Explain the purpose of the Project and prepare description of project, including types and dimensions of drainage structures, types and quantities of discharge into waters of the U.S, construction schedule, and mitigation measures
4. Prepare map exhibits of project area identifying the extent of affected Jurisdictional Waters, proposed improvements, area of Jurisdictional Waters and Wetlands including affected acreages (if applicable), surrounding property owners, location of and extent of mitigation measures
5. Coordinate FEMA drainage study requirements with the Corps of Engineers' mitigation requirements, recommendation of changes to FEMA drainage study to accommodate mitigation requirements, and review mitigation requirements with City of San Antonio
6. Prepare wetlands mitigation area monitoring program for implementation by City of San Antonio
7. Assess requirements for Texas Commission on Environmental Quality Certification (401 Certification)
8. Incorporate Tier I certification requirements in floodplain improvement plans, if appropriate
9. Prepare Public Notice (PN) package for submittal to Corps of Engineers
10. Respond to Corps of Engineers comments on PN submittal
11. Prepare draft Final Individual Permit Package
12. Submit draft Final Individual Permit Package to City of San Antonio for review and approval
13. Revise draft Final Individual Permit Package
14. Submit Final Individual Permit Package to Corps of Engineers
15. Respond to comments from Corps of Engineers
16. Monitor Corps of Engineers permit review process and secure approval
17. Prepare Preconstruction Notice

Task L. Endangered Species and Migratory Bird

1. Conduct site reconnaissance of the RW-3/21 Extension project area and determine if there is habitat for the Black-capped vireo or the Plains Spotted Skunk and nesting habitat for migratory birds
2. Report results of the site reconnaissance and provide recommendation to mitigate impact on habitat

Task M. Topographic Surveys

1. Perform topographic land surveys for the RW-3/21 Extension Project area as shown on Attached Exhibit A. Survey to include existing grades, pavements, utilities, Airport/FAA facilities, and miscellaneous features. Surveys within the operating environment of runways and taxiways will be performed during nighttime hours.
2. Prepare map of existing conditions and provide electronic AUTOCAD files on survey results
3. Perform tree survey (in accordance with COSA UDC) within the limits of the RW-3/21 Extension Project area
4. Provide four (4) permanent GPS monuments (State Plane Coordinate System) in project area. Locations to be determined

Task N. Subsurface Investigation

1. Perform subsurface investigation in accordance with recommendations of AC 150/5320-6, Airport Pavement Design (latest edition). Estimate of 40 bores, 490 vertical feet. Work within the runway and taxiway operating environments will be performed during nighttime hours.
2. Characterize subsurface soils in accordance with physical and engineering properties
3. Perform proctor analysis and CBR testing on raw sub-grade
4. Prepare geotechnical report including findings of the investigation and recommendations for construction of embankment and foundation design for the localizer facility
5. Perform investigation of existing stockpile material located northeast of RW-21

II. Preliminary Engineering Phase – Project Deliverables

A. Preliminary Engineering Phase

1. Preliminary Document Submittal (5 copies)
 - a. Draft Preliminary Engineering Report
 - b. Draft Preliminary Plans, 2- full size
2. Final Document Submittal (5 copies)
 - a. Final Preliminary Engineering Report
 - b. Final Preliminary Plans, 2-full size

B. Environmental Permitting

1. Preliminary Engineering Phase
 - a. Submit Preliminary Post Project Floodplain Map
 - b. Submit Floodplain Development Permit
2. 65% Design Phase
 - a. Submit CLOMR (FEMA Submittal)
 - b. Submit Jurisdictional Waters Evaluation Report
 - c. Recommendations to Design based upon Jurisdictional Waters Evaluation
 - d. Submit Individual Wetlands Permit
3. 95% Design Phase
 - a. Submit TPDES Plan for inclusion in overall project deliverable
4. Post Construction Phase
 - a. Submit LOMR

Taxiway RC Extension – Phase 2 Project

In general, this capacity project will include all work necessary to provide a 1000-foot extension to Taxiway RC. This taxiway extension to the northwest will provide additional airside access to undeveloped land along Nakoma from U.S. 281 to Jones Maltzberger in support of new tenant development.

The following scope of services includes Design, Bid, and Construction Phase Services. Additional Scope of Work for Resident Inspection Services will be considered in a future amendment.

I. Preliminary Engineering Phase

Preliminary Engineering Phase will essentially produce 35% Design Documents, and is defined as follows: The scope of the Project is delineated to the point where quantity and types of materials required for the project are identified, such that a detailed cost estimate can be completed, and operational impacts to Airport Operations have been identified.

Task A. General and Administration

1. Attend bi-weekly coordination meetings – six (6) with SAT/DOA – P&E personnel to provide updates on project development
2. Attend developer coordination meetings – two (2) with SAT/DOA
3. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s)
4. Conduct quality assurance reviews of on all deliverables to SAT/DOA
5. Conduct submittal review meeting with SAT/DOA – P&E prior to final submittal of deliverables
6. Prepare preliminary estimate of probable construction cost
7. Prepare list of technical specifications
8. Prepare and submit Preliminary Engineering Report

Task B. Airfield – Civil Engineering

1. Prepare existing condition plan(s) on project area. Existing condition plans will be based on topographic field surveys performed by DMJM Aviation, record documents provided by the SAT-DOA and other Local, State, and Federal jurisdictions. Existing condition map will show existing surface contours, utilities, SAT and FAA electrical and communications lines, airfield pavements, roadways, trees and other airport/airfield facilities within the project area.
2. Develop a preliminary horizontal layout and centerline profile for 1,000-ft. (l) X 50-ft. (w) extension to TW-'RC' (reference Attachment 1). Horizontal and vertical alignment to be in accordance with FAA recommendations presented in Advisory Circular 150/5300-13, latest edition, for Gulfstream V aircraft.
3. Develop preliminary profiles and grading for the taxiway system. Alternative taxiway profiles and grading should consider recommendations presented in FAA AC 150/5300-13 (latest edition), taxiway access to the future development, and embankment requirements.
4. Assess impact of the taxiway extension on existing pavement. Identify limits of existing pavement required to transition from existing to proposed pavement profile
5. Perform airfield pavement design in accordance with FAA AC 150/5320-6, Airport Pavement Design (latest edition)
6. Perform preliminary drainage design within the preliminary limits of the TW-'RC' extension project
7. Perform preliminary design for drainage structures

Task C. Airfield – Electrical Engineering

1. Develop preliminary airfield lighting system layout for extension of taxiway edge lighting and airfield signage systems
2. Develop preliminary airfield circuitry plan for extension of runway and taxiway electrical system
3. Perform preliminary electrical load analysis for the proposed modifications to the airfield lighting and signage circuitry. Perform electrical capacity analysis on existing system and

determine if the power demands from the modified circuits exceed the available power capacity. If the results of the analysis indicate, develop preliminary plan(s) to increase the circuit capacity to accommodate the power demands for the modified circuits.

Task D Topographic Surveys

1. Perform topographic land surveys for the TW-'RC' Extension Project area (Approx. 24 acres). Survey to include existing grades, pavements, utilities, Airport/FAA facilities, and miscellaneous features
2. Prepare map of existing conditions and provide electronic AUTOCAD files on survey results

Task E. Subsurface Investigation

1. Perform subsurface investigation in accordance with recommendations of AC 150/5320-6, Airport Pavement Design (latest edition). Estimate ten (10) bores, six (6) for the taxiway extension
2. Characterize subsurface soils in accordance with physical and engineering properties
3. Perform proctor analysis and CBR testing on raw sub-grade

II. Design Phase

A. 65% Design

65% Design Phase will essentially produce 65% Design Documents, and is defined as follows: Existing condition plans are completed; horizontal and vertical geometrics, including grade control, are established for pavement, drainage, and site grading; airfield lighting and circuitry plans are established; a preliminary safety plan is developed, and a project site and vicinity plan is completed.

1. Prepare general front end plan sheets (cover, index, construction quantity, general notes)
2. Prepare project layout and survey control plan
3. Prepare preliminary staging and construction safety plans (construction staging and project access, and airfield barricade plan)
4. Prepare preliminary Erosion and Sediment Control plan
5. Prepare preliminary project limits plan
6. Prepare preliminary project phasing plan
7. Prepare preliminary horizontal plan layout (coordinate based) for taxiway centerline and pavement edge
8. Prepare preliminary grading and drainage plan
9. Prepare taxiway centerline profile plan
10. Prepare pavement grading plan
11. Prepare preliminary pavement plan and detail sheet
12. Prepare preliminary airfield lighting, signage and circuitry plan utilizing station and offset
13. Prepare preliminary pavement marking plan and details
14. Attend design coordination meetings
15. Prepare preliminary technical specifications based on FAA AC 150/5370-10 (latest edition), Standards for Specifying Construction of Airports
16. Prepare preliminary Division 0 Documents
17. Prepare construction cost estimate
18. Prepare estimated construction schedule
19. Prepare and submit 65% documents
20. Conduct 65% review meeting with COSA/DOA
21. Provide coordinates for each structure on the drawings, including one pair of coordinates for each edge light, two pairs of coordinates for each guidance sign and four pairs of coordinates for each drainage structure

B. 95% Design

95% Design Phase will essentially produce 95% Design Documents, and is defined as follows: 65% Submittal Documents incorporating Owner review comments, project limits and survey control plan is established, pavement details are completed, drainage structures and details are completed, erosion and sediment control plan and details are completed, and airfield electrical details are completed.

1. Finalize general front end plan sheets (cover, index, construction quantity, general notes)
2. Finalize project layout and survey control plan
3. Prepare final staging and construction safety plans (construction staging and project access, and airfield barricade plan)
4. Prepare final Erosion and Sediment Control plan and details
5. Prepare final project limits plan
6. Prepare project phasing plan
7. Prepare final horizontal plan layout (coordinate based) for taxiway centerline and pavement edge
8. Prepare final grading and drainage plan, calculations and profiles
9. Prepare pavement grading plan
10. Prepare final pavement plan and pavement section detail sheet(s)
11. Prepare final airfield lighting, signage and circuitry plan utilizing station and offset
12. Prepare final lighting and signage and details
13. Prepare final pavement marking plan and details
14. Prepare final technical specifications based on FAA AC 150/5370-10 (latest edition)
15. Prepare final Division 0 Documents
16. Prepare construction cost estimate
17. Prepare estimated construction schedule.
18. Prepare and submit 100% documents
19. Conduct 100% review meeting with COSA/DOA
20. Address 100% review comments
21. Prepare and submit Issue For Bid documents

III. Bid Phase

- A. Distribute bid documents to prospective construction bidders
- B. Attend Pre-bid conference
- C. Prepare bid addenda and distribute
- D. Prepare Bid Tabulation and recommendation of award of contract
- E. Prepare conformed documents for Construction

IV. Construction Phase Services

- A. Attend pre-construction meeting
- B. Attend bi-weekly construction coordination meetings limited to eight (8) meetings.
- C. Review and approve submittals and shop drawings
- D. Provide clarifications and interpretations of Contract Documents
- E. Provide site visits as required for monitoring progress and discussing clarifications limited to eight (8) site visits. Provide the Owner with a field visit report after each visit indicating observations
- H. Participate in final inspection of the project and prepare and submit to a list of items needing further attention or correction (punch list) limited to one (1) site visit
- I. Review and sign contractor pay requests limited to four (4) pay requests

V. Project Deliverables

- A. Preliminary Engineering Report (35%) – 5 copies
- B. 65% Design Submittal
 - Technical Specifications – 2 copies
 - Drainage Calculations – 1 copy
 - Report of Subsurface Investigation – 4 copies
 - Plans – 1 full-size set, 5 half-size sets, 1 CD-ROM with PDF plans
 - Estimate of Probable Construction Cost
 - 65% Design – Plan Submittal to include:
 - Existing condition plans
 - Horizontal pavement geometrics
 - Vertical pavement geometric and grade control
 - Drainage and grading plan

- Airfield lighting layout plan
 - Airfield circuitry plan
 - Preliminary Safety Plan
 - Project site and vicinity plan
- C. 95% Design Submittal
- Front End Documents – 3 copies
 - Technical Specifications – 3 copies
 - Construction Plans – 2 full-size sets, 5 half-size sets, 1 CD-ROM with PDF plans
 - Estimate of Probable Construction Cost
 - Final Engineering Report – 3 copies
 - 95% Design – Plan Submittal to include:
 - Previously submitted 65% plans revised per COSA 65% review comments
 - Project limits and survey control plan
 - Pavement details
 - Drainage structures and details
 - Erosion and sediment control plan and details
 - Airfield electrical details
- D. Bid Submittal
- Front End Documents – 2 copies
 - Technical Specifications – 2 copies
 - Construction Plans – 2 full-size sets, 5 half-size sets and 1 CD with PDF plans
 - Bid documents will be sealed by a Registered Professional Engineer in the State of Texas
- E. Bid Center Services
- City CIMS Office: 1 complete full-size set, including plans and specifications
 - Aviation Department: 2 complete full size sets
 - Plan Rooms: 5 full size sets. COSA to provide company names and street addresses. Consultant shall deliver one complete full-size bid package to each plan room (limited to 5 plan rooms)
 - 12 complete full-size sets of Contract documents for Contractor pick up at consultant's local office
- F. Issued for Construction Submittal
- Front End Documents – 20 copies
 - Technical Specifications – 20 copies
 - Construction Plans – 20 full-size sets, 5 half-size sets and 1 CD with PDF plans
 - Record Documents – 1 full-size set (mylar), 1 full-size set (bond), and 1 CD with PDF and AutoCAD plans and MS Word specifications

VI. Project Schedule

In an effort for this project to be eligible for federal funding, the proposed schedule is as follows:

- A. Preliminary Report – 2 Weeks from Notice to Proceed
- B. 65% Design Submittal – 2 Weeks from approval of PER
- C. 95% Design Submittal – 2 Weeks from approval of 65% Design
- D. Bid Documents – 1 Week after approval of 95% Design
- E. Construction Phase Services – 16 weeks (estimated)

VII. Design Clarifications

It is assumed that the following items are not required to accomplish this project. The following items are not included in the proposed scope of services but may be added by San Antonio Airport System upon request.

- A. Scope of services are based on the following additional items listed below
 - One bid (add or delete) alternative
 - Storm drainage is the only anticipated utility

Airfield (Movement Area) Pavement Repairs Project

In general, this project will include all work necessary to repair depressions in the airfield movement area pavement, specifically located on Runway 12R and Taxiway R. The scope of work and project timeline is based upon an assumption that there is a relatively straight-forward engineering repair possible to remediate the pavement depressions. The project scope will be reevaluated should design investigations prove otherwise.

The following scope of work outlines design and bid services and deliverables as being separated between RW-12R and TW-R. Based upon information obtained during the design process, the work effort may be combined into a single effort and deliverables. Additional Scope of Work for Construction Phase and Resident Inspection Services will be considered in a future amendment.

Runway '12R' Pavement Repairs

A. Preliminary Engineering Phase

1. Review record and historic documents on RW-12R design and underground utilities in the vicinity of the depressed pavement area
2. Attend coordination meetings two (2) with SAT/DOA – P&E personnel to provide updates on project development
3. Conduct topographic survey along RW-12R in the depressed pavement area
4. Conduct non-destructive testing (NDT) to evaluate the strength of pavement subbase and subgrade. Prepare a report on results of NDT
5. Develop and evaluate pavement repair alternatives
6. Develop construction cost estimates for pavement repair alternatives
7. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s) addressing impacts
8. Prepare letter report on findings, pavement repair alternatives, evaluation of alternatives, and recommended method of pavement repair
9. Conduct quality assurance reviews of on all deliverables to SAT/DOA
10. Submit two (2) copies of Preliminary Engineering Report

B. Final Engineering Phase

1. Identify limits of pavement repair
2. Develop site plan of repair area
3. Prepare repair details
4. Prepare technical specifications
5. Submit two (2) copies of 100% plans and specifications, and Estimate of Probable Construction Cost

C. Bid Phase Services

1. Bid documents will be sealed by a Registered Professional Engineer in the State of Texas
2. Bid Center Services will follow that specified under Taxiway RC Extension – Phase 2
3. Distribute bid documents to prospective construction bidders
4. Attend Pre-bid conference
5. Prepare bid addenda and distribute
6. Prepare Bid Tabulation and recommendation of award of contract
7. Prepare conformed documents for Construction

D. Construction Phase Services

1. Future negotiations

Taxiway 'R' Pavement Repairs

A. Preliminary Engineering Phase

1. Review record and historic documents on TW-R design, geotechnical investigations, and landfill limits in the vicinity of the depressed pavement area

2. Attend coordination meetings two (2) with SAT/DOA – P&E personnel to provide updates on project development
3. Conduct topographic survey along TW-R in vicinity of the depressed pavement area
4. Conduct non-destructive testing (NDT) to evaluate the strength of pavement subbase and subgrade. Prepare a report on results of NDT
5. Develop and evaluate pavement repair alternatives
6. Assess disposition of underlying landfill material
7. Develop construction cost estimates for pavement repair alternatives
8. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s) addressing impacts
9. Prepare letter report on findings, pavement repair alternatives, evaluation of alternatives, and recommended method of pavement repair
10. Conduct quality assurance reviews of on all deliverables to SAT/DOA
11. Submit two (2) copies of Preliminary Engineering Report

B. Final Engineering Phase

1. Identify limits of pavement repair
2. Develop site plan of repair area
3. Prepare pavement repair details
4. Design taxiway profile.
5. Prepare taxiway grade control plans.
6. Prepare pavement geometry and marking plan
7. Prepare site access and phasing/barricade plan
8. Prepare technical specifications
9. Prepare construction bid documents
10. Submit two (2) copies of interim progress plans and specifications (approx. 50% completion) and two (2) copies of 100% plan and specifications, and Estimate of Probable Construction Cost

C. Bid Phase Services

1. Bid documents will be sealed by a Registered Professional Engineer in the State of Texas
2. Bid Center Services will follow that specified under Taxiway RC Extension – Phase 2
3. Distribute bid documents to prospective construction bidders
4. Attend Pre-bid conference
5. Prepare bid addenda and distribute
6. Prepare Bid Tabulation and recommendation of award of contract
7. Prepare conformed documents for Construction

D. Construction Phase Services

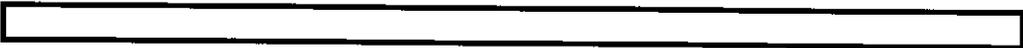
1. Future negotiations

**DMJM AVIATION, INC.
SAN ANTONIO INTERNATIONAL AIRPORT**

29-Apr-08

SUMMARY OF FEE PROPOSALS

RW-3/21 Extension - Preliminary Engineering	\$574,193
TW-RC Extension -	\$221,811
RW-12R Repairs	\$28,148
TW-R Repairs	\$27,824
Grand Total	\$851,976



DMJM AVIATION, INC.
RUNWAY 3-21 EXTENSION
PRELIMINARY ENGINEERING
29-Apr-08

Summary of Engineering Fee Proposal

Preliminary Design (35% Submittal)

DMJM Aviation	\$160,183
Arias & Associates - Geotechnical Investigations	\$36,527 *
Vickery & Associates - Topo Survey	\$112,243 *
Vickery & Associates - Drainage Design	\$67,649 *
K.M. NG Associates - Electrical Design	\$11,967 *
Reimbursable Expenses	\$48,392
Subtotal - Preliminary Design	\$436,961

Permitting

DMJM Aviation	\$7,483
Pape-Dawson - Environmental Permitting	\$129,749
Subtotal - Permitting	\$137,232

Grand Total	\$574,193
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* = DBE

DBE Participation (Vickery, NG & Arias) = 39.8%

DMJM AVIATION, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY DESIGN
29-Apr-08

Summary of Engineering Fee Proposal

Preliminary Design (35% Submittal)

DMJM Aviation	\$25,047
Arias & Associates - Geotechnical Investigations	\$11,523 *
Vickery & Associates - Topo Survey	\$7,830 *
Vickery & Associates - Drainage Design	\$5,779 *
K.M. Ng & Associates - Airfield Electrical Design	\$8,270 *
Subtotal - Preliminary Design	\$58,449

Final Design (95% Submittal)

DMJM Aviation	\$43,797
Vickery & Associates - Drainage Design	\$5,967 *
K.M. Ng & Associates - Airfield Electrical Design	\$15,188 *
Subtotal - Final Design	\$64,952

Bid Documents (100% Submittal)

DMJM Aviation	\$12,704
Vickery & Associates - Drainage Design	\$2,904 *
K.M. Ng & Associates - Airfield Electrical Design	\$1,844 *
Subtotal - Issued for Bid Submittal	\$17,452

Bidding Phase

DMJM Aviation	\$15,660
Vickery & Associates - Drainage Design	\$1,694 *
K.M. Ng & Associates - Airfield Electrical Design	\$1,598 *
Subtotal - Bidding Phase Services	\$18,952

Construction Phase Services

DMJM Aviation	\$50,061
Vickery & Associates	\$5,168 *
K.M. Ng & Associates	\$6,777 *
Subtotal - Construction Phase Services	\$62,006

Grand Total	\$221,811
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* = DBE

DBE Participation (Vickery, Arias, and K.M. Ng) = 33.6%

DMJM AVIATION, INC.
Taxiway R - Pavement Repairs
TAXIWAY DESIGN
29-Apr-08

Summary of Engineering Fee Proposal

Preliminary Design

DMJM Aviation	\$8,903
HVJ & Associates - Non-Destructive Pavement Testing	\$4,821 *
Vickery & Associates - Topo Survey	\$4,464 *
Expenses	\$750
Subtotal - Preliminary Design	\$18,938

Final Design

DMJM Aviation	\$6,578
Expenses	\$450
Subtotal - Final Design	\$7,028

Bid Phase Services

DMJM Aviation	\$1,258
Expenses	\$600
Subtotal - Construction Phase Services	\$1,858

Grand Total (Not to Exceed)	\$27,824
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33.37% DBE

DMJM AVIATION, INC.
Runway 12R - Pavement Repairs

29-Apr-08

Summary of Engineering Fee Proposal

Preliminary Design

DMJM Aviation	\$8,771
HVJ & Associates - Non-Destructive Pavement Testing	\$4,821 *
Vickery & Associates - Topo Survey	\$4,794 *
Expenses	\$750
Subtotal - Preliminary Design	\$19,136

Final Design

DMJM Aviation	\$6,611
Expenses	\$450
Subtotal - Final Design	\$7,061

Bid Phase Services

DMJM Aviation	\$1,351
Expenses	\$600
Subtotal - Construction Phase Services	\$1,951

Grand Total (Not to Exceed)	\$28,148
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34.16% DBE

**DMJM AVIATION, INC.
 RUNWAY 3-21 EXTENSION
 PRELIMINARY ENGINEERING
 29-Apr-08**

Summary of Engineering Fee Proposal

<i>Preliminary Design (35% Submittal)</i>	
DMJM Aviation	\$160,183
Arias & Associates - Geotechnical Investigations	\$36,527 *
Vickery & Associates - Topo Survey	\$112,243 *
Vickery & Associates - Drainage Design	\$67,649 *
K.M. NG Associates - Electrical Design	\$11,967 *
Reimbursable Expenses	\$48,392
<i>Subtotal - Preliminary Design</i>	\$436,961
 <i>Permitting</i>	
DMJM Aviation	\$7,483
Pape-Dawson - Environmental Permitting	\$129,749
<i>Subtotal - Permitting</i>	\$137,232
Grand Total	\$574,193

* = DBE

DBE Participation (Vickery, NG & Arias) = 39.8%

DMJM AVIATION, INC.
RUNWAY 3-21 EXTENSION
PRELIMINARY ENGINEERING
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
General																
Review Record Information		\$0	4	\$242	8	\$376	8	\$280	4	\$120		\$0		\$0	24	\$1,018
Attend Bi-weekly Meetings (10 x 4 hr/ea)	20	\$1,500	40	\$2,420		\$0		\$0		\$0	10	\$150		\$0	70	\$4,070
Attend FAA Technical Meetings (4 x 4 hr/ea)		\$0	16	\$968	16	\$752		\$0		\$0	4	\$60		\$0	36	\$1,780
Attend Airport users meetings (2 x 4 hr/ea)	8	\$600	8	\$484		\$0		\$0		\$0	2	\$30		\$0	18	\$1,114
Coordinate Topographical Survey		\$0	2	\$121	2	\$94		\$0		\$0		\$0		\$0	4	\$215
Coordinate Geotechnical Investigation		\$0	2	\$121	2	\$94		\$0		\$0		\$0		\$0	4	\$215
Coordinate Roadways and Utilities Design	5	\$375	10	\$605	5	\$235	3	\$105		\$0		\$0		\$0	23	\$1,320
Coordinate Drainage Design	5	\$375	10	\$605	5	\$235	3	\$105		\$0		\$0		\$0	23	\$1,320
Client / Owner Coordination		\$0	5	\$303		\$0		\$0		\$0		\$0		\$0	5	\$303
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Civil Engineering - Design		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Develop existing surface model		\$0		\$0	2	\$94	8	\$280		\$0		\$0		\$0	10	\$374
Develop proposed surface models		\$0		\$0	8	\$376	40	\$1,400		\$0		\$0		\$0	48	\$1,776
Evaluate Twy D/Q Intersection		\$0	1	\$61	2	\$94	4	\$140		\$0		\$0		\$0	7	\$295
Assess project impact on pavement to remain		\$0	1	\$61	4	\$188		\$0		\$0		\$0		\$0	5	\$249
Visual condition/performance evaluation		\$0	2	\$121	16	\$752		\$0		\$0		\$0		\$0	18	\$873
Airfield pavement design		\$0		\$0	8	\$376		\$0		\$0		\$0		\$0	8	\$376
Evaluate alternative runway/taxiway profiles	1	\$75	2	\$121	4	\$188		\$0		\$0		\$0		\$0	7	\$384
Analyze FAR Part 77 airspace (3)		\$0	2	\$121	12	\$564	6	\$210		\$0		\$0		\$0	20	\$895
Perform preliminary drainage design (3)		\$0	3	\$182	24	\$1,128	48	\$1,680	24	\$720		\$0		\$0	99	\$3,710
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Civil Engineering - Documentation		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Cover sheet		\$0		\$0	1	\$47		\$0	2	\$60		\$0		\$0	3	\$107
Index of drawings		\$0		\$0	1	\$47	2	\$70	4	\$120		\$0		\$0	7	\$237
General notes and abbreviations		\$0		\$0	1	\$47	4	\$140	6	\$180		\$0		\$0	11	\$367
Project location and access plan		\$0	1	\$61	2	\$94	4	\$140	8	\$240		\$0		\$0	15	\$535
Survey control plan		\$0		\$0	1	\$47	2	\$70	4	\$120		\$0		\$0	7	\$237
Preliminary phasing and safety plans		\$0	2	\$121	4	\$188	20	\$700	4	\$120		\$0		\$0	30	\$1,129
Construction safety details		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Existing conditions plans		\$0		\$0	2	\$94	4	\$140	8	\$240		\$0		\$0	14	\$474
Boring layout plan		\$0		\$0	1	\$47	4	\$140	4	\$120		\$0		\$0	9	\$307
Erosion and sedimentation control plan		\$0		\$0	2	\$94	4	\$140	4	\$120		\$0		\$0	10	\$354
Erosion and sedimentation control details		\$0	1	\$61	4	\$188		\$0	6	\$180		\$0		\$0	11	\$429
Preliminary horiz. geometry and paving plan		\$0		\$0	4	\$188		\$0	8	\$240		\$0		\$0	12	\$428
Preliminary demolition plans		\$0		\$0	4	\$188		\$0	8	\$240		\$0		\$0	12	\$428
Alternative grading plans (3)		\$0	3	\$182	6	\$282	12	\$420	18	\$540		\$0		\$0	39	\$1,424
Preliminary drainage plans (3)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Drainage details		\$0		\$0	2	\$94		\$0	6	\$180		\$0		\$0	8	\$274
Alternative runway profiles (3)		\$0		\$0	6	\$282	12	\$420	18	\$540		\$0		\$0	36	\$1,242
Alternative taxiway profiles (3)		\$0		\$0	6	\$282	12	\$420	18	\$540		\$0		\$0	36	\$1,242
Typical pavement sections and details		\$0		\$0	4	\$188		\$0	8	\$240		\$0		\$0	12	\$428
Preliminary pavement marking plans		\$0		\$0	4	\$188		\$0	12	\$360		\$0		\$0	16	\$548
Pavement marking details		\$0		\$0	2	\$94		\$0	4	\$120		\$0		\$0	6	\$214
Taxiway D/Q intersection plan		\$0	2	\$121	4	\$188		\$0	8	\$240		\$0		\$0	14	\$549
Preliminary pavement condition/repair plan		\$0	2	\$121	6	\$282		\$0	12	\$360		\$0		\$0	20	\$763
FAR Part 77 airspace plans (3)		\$0	3	\$182	6	\$282	12	\$420		\$0		\$0		\$0	21	\$884
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Electrical Engineering - Documentation		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Prepare prelim LOC relocation electrical plans		\$0		\$0	24	\$1,128		\$0	32	\$960		\$0		\$0	56	\$2,088

**DMJM AVIATION, INC.
 RUNWAY 3-21 EXTENSION
 PRELIMINARY ENGINEERING
 29-Apr-08**

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Prepare prelim PAPI relocation electrical plans		\$0		\$0	24	\$1,128		\$0	32	\$960		\$0		\$0		\$0
Prepare prelim FAA duct bank relocation plans		\$0		\$0	16	\$752		\$0	16	\$480		\$0		\$0	56	\$2,088
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	32	\$1,232
Navigational Aids Design (Preliminary)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Collect Existing NAVAIDS Data		\$0		\$0	24	\$1,128		\$0		\$0		\$0		\$0	0	\$0
Review NAVAIDS Data		\$0		\$0	24	\$1,128		\$0		\$0	4	\$60		\$0	28	\$1,188
Site Visit to supplement and verify Data		\$0		\$0	32	\$1,504		\$0		\$0	2	\$30		\$0	24	\$1,128
Review Design Criteria		\$0		\$0	24	\$1,128		\$0		\$0		\$0		\$0	34	\$1,534
ILS Math Model		\$0		\$0	40	\$1,880		\$0	4	\$120		\$0		\$0	24	\$1,128
RWY Localizer		\$0		\$0	52	\$2,444		\$0	40	\$1,200	8	\$120		\$0	52	\$2,120
Duct Bank / Fiber Optic Cable Options Study		\$0		\$0	32	\$1,504		\$0	24	\$720		\$0		\$0	92	\$3,644
Demolition Plans		\$0		\$0	20	\$940		\$0	24	\$720		\$0		\$0	56	\$2,224
Specifications		\$0		\$0	30	\$1,410		\$0		\$0	16	\$240		\$0	44	\$1,660
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	46	\$1,650
Prepare Preliminary Report		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Prepare preliminary estimate	1	\$75	4	\$242	7	\$329	16	\$560		\$0		\$0		\$0	0	\$0
Prepare preliminary engineering report	2	\$150	4	\$242	24	\$1,128		\$0		\$0		\$0		\$0	28	\$1,206
Preliminary QA review	2	\$150	8	\$484		\$0		\$0		\$0	8	\$120		\$0	38	\$1,640
Final QA review	2	\$150	4	\$242		\$0		\$0		\$0		\$0		\$0	10	\$634
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	6	\$392
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	46	\$3,450	142	\$8,591	564	\$26,508	228	\$7,980	370	\$11,100	54	\$810	0	\$0	1404	\$58,439

LABOR & BURDEN OVERHEAD	138.35%	\$80,850
TOTAL L&B O/H AND REIMB		\$139,289
PROFIT	15%	\$20,893
REIMBURSIBLES		
PRINTING	\$11,935	
MILEAGE	\$1,617	
TRAVEL	\$21,040	
PER DIEM	\$12,100	
OVERNIGHT MAIL	\$1,700	
LONG DISTANCE		
REIMBURSIBLE TOTAL		\$48,392
CONSULTANTS		
GEOTECHNICAL (Arias)	\$33,842	
GEOTECH PREMIUM (Arias)	\$2,685	
TOPO SURVEY (Vickrey)	\$97,356	
TOPO SURVEY PREMIUM (Vick)	\$14,887	
PRELIM CIVIL (Vickrey)	\$67,649	
PRELIM ELECT (K.M. Ng)	\$11,967	
CONSULTANT TOTAL		\$228,386
TOTAL		\$436,961

ARIAS & ASSOCIATES, INC.
Runway 3-21 Extention
RUNWAY 35% DESIGN PHASE
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$58	RATE	\$40	RATE	\$40	RATE	\$21	RATE	\$16	RATE	\$13	RATE		HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Site Recon and Utility Clearances		\$0	2	\$80		\$0	12	\$252		\$0		\$0		\$0	14	\$332
Airport Badging/Licensing		\$0	2	\$80		\$0	16	\$336		\$0		\$0		\$0	18	\$416
Borehole Logging and Planning		\$0	2	\$80		\$0	40	\$840		\$0		\$0		\$0	42	\$920
Borehole Logging - Night		\$0		\$0		\$0	40	\$1,260		\$0		\$0		\$0	40	\$1,260
Site Plan and Boring Log Prep		\$0		\$0		\$0		\$0	24	\$384		\$0		\$0	24	\$384
Review Specifications		\$0		\$0	4	\$160		\$0		\$0		\$0		\$0	4	\$160
Geologic Review and Research		\$0		\$0	2	\$80		\$0		\$0		\$0		\$0	2	\$80
Engineering Analysis		\$0		\$0	6	\$240		\$0		\$0		\$0		\$0	6	\$240
Report Preparation		\$0		\$0	12	\$480		\$0		\$0	18	\$234		\$0	30	\$714
Report Review	2	\$116		\$0		\$0		\$0		\$0		\$0		\$0	2	\$116
TOTAL	2	\$116	6	\$240	24	\$960	108	\$2,688	24	\$384	18	\$234	0	\$0	182	\$4,622
LABOR & BURDEN OVERHEAD															178.00%	\$8,227
TOTAL L&B O/H AND REIMB																\$12,849
PROFIT															15%	\$1,927
REIMBURSIBLES																
PRINTING																
MISC - Backhoe Contractor															\$640	
MISC - Badges															\$70	
MISC - Drilling Contractor															\$6,265	
MISC - Laboratory Testing															\$14,775	
REIMBURSIBLE TOTAL															\$21,750	\$21,750
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$36,527

VICKREY & ASSOCIATES, INC.
 SAJA RW 03-21
 30% DESIGN PHASE - Survey with Night Time
 29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		RPLS		SURVEY MGR		SURVEY TECH		SECRETARY		SURVEY CREW (3 MAN)		SURVEY CREW Night (3 MAN)		GPS SURVEY CREW (3 MAN)		GPS SURVEY CREW Night (3 MAN)		TOTAL				
	RATE	\$60.00	RATE	\$51.08	RATE	\$40.00	RATE	\$35.00	RATE	\$23.50	RATE	\$18.50	RATE	\$50.00	RATE	\$65.06	RATE	\$61.36	RATE	\$76.42	HOURS	COST			
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST			
SURVEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0			
Setup Control/Admin/Process Data	\$0	\$0	2	\$102	3	\$120	13	\$455	76	\$1,406	5	\$307		\$0		\$0		\$0		\$0	0	\$0			
Area A - RW/TW joints, signs, impr (11 ac)	\$0	\$0		\$0	0.5	\$20	5.5	\$193	14	\$259		\$0		\$0	68	\$5,197	11	\$675	8	\$611	118	\$3,676			
Area B (Inside Clear Area) (12 ac)	\$0	\$0		\$0		\$0	4	\$140	4	\$74		\$0		\$0		\$0		\$0	33	\$2,522	41	\$2,736			
Area B (Outside Clear Area) (55 ac)	\$0	\$0		\$0		\$0		\$0	4	\$74		\$0		\$0		\$0		\$0		\$0	57	\$3,326			
Area C - Air Cargo Pavement	\$0	\$0		\$0		\$0	1	\$35	4	\$74	2	\$123	2	\$123		\$0	6	\$368		\$0	15	\$723			
Area D - 8 Highline Towers (horz & top)	\$0	\$0		\$0		\$0		\$0		\$0		\$0	6	\$368		\$0	6	\$368		\$0	12	\$736			
Area E Topo & Tree Road Area (12 ac)	\$0	\$0		\$0		\$0		\$0		\$0		\$0	80	\$4,909		\$0		\$0		\$0	80	\$4,909			
Area F NE Entrance Road - Creek to Starcrest	\$0	\$0		\$0		\$0		\$0		\$0		\$0	14	\$859		\$0		\$0		\$0	14	\$859			
Area G Stock Piles	\$0	\$0		\$0		\$0		\$0	2	\$37		\$0		\$0		\$0	20	\$1,227		\$0	22	\$1,264			
Area H Concrete Stock Pile	\$0	\$0		\$0		\$0	0.5	\$18	1	\$19		\$0		\$0		\$0	6	\$368		\$0	7.5	\$404			
Stake Bore Holes	\$0	\$0		\$0		\$0	0.5	\$18	4	\$74		\$0		\$0		\$0	12	\$736		\$0	16.5	\$828			
Tie Localizer Antennas each end of RW 03-21	\$0	\$0		\$0	0.5	\$20	1.5	\$53	3	\$56		\$0		\$0		\$0	4	\$245		\$0	9	\$373			
Drawings	\$0	\$0		\$0		\$0		\$0	80	\$1,480		\$0		\$0		\$0		\$0		\$0	80	\$1,480			
QA/QC	\$0	\$0	8	\$409	6.5	\$260	31.5	\$1,103		\$0	0.5	\$31		\$0		\$0		\$0		\$0	46.5	\$1,802			
Security Badging	\$0	\$0		\$0		\$0		\$0		\$0		\$0	24	\$1,473		\$0		\$0		\$0	24	\$1,473			
TOTAL	0	\$0	10	\$511	10.5	\$420	57.5	\$2,013	192	\$3,552	7.5	\$460	126	\$7,731	68	\$5,197	118	\$7,240	65	\$4,967	654.5	\$32,091			
LABOR & BURDEN OVERHEAD																							216.69%		\$69,538
TOTAL L&B O/H																									\$101,630
PROFIT																						10%			\$10,163
REIMBURSIBLES																									
PRINTING																							\$100		
MILEAGE																							\$250		
TRAVEL																									
PER DIEM																									
OVERNIGHT MAIL																							\$100		
LONG DISTANCE																									
REIMBURSIBLE TOTAL																						\$450			\$450
CONSULTANTS																									
CONSULTANT TOTAL																						\$0			\$0
TOTAL																									\$112,243

VICKREY & ASSOCIATES, INC.
 SAIA RW 03-21
 30% DESIGN PHASE
 29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$60.00	RATE	\$51.08	RATE	\$38.45	RATE	\$28.41	RATE	\$24.03	RATE	\$18.50	RATE	\$50.00	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Establish Alignment (2 Roads)	2	\$120	4	\$204	20	\$769	4	\$114		\$0		\$0		\$0	0	\$0
Create Profiles	2	\$120	4	\$204	32	\$1,230	24	\$682		\$0		\$0		\$0	30	\$1,207
Prepare Construction Docs	2	\$120	8	\$409	20	\$769	24	\$682		\$0		\$0		\$0	62	\$2,237
Coordinate Drainage/Environmental	4	\$240	24	\$1,226	32	\$1,230		\$0		\$0		\$0		\$0	54	\$1,979
Gas Relocation Coordination	1	\$60	8	\$409	24	\$923	16	\$455		\$0		\$0		\$0	60	\$2,696
Sewer Relocation	1	\$60	4	\$204	16	\$615	16	\$455		\$0		\$0		\$0	49	\$1,846
Cost Estimate	1	\$60	2	\$102	16	\$615		\$0		\$0	2	\$37		\$0	37	\$1,334
Summary Report	2	\$120	8	\$409	16	\$615		\$0		\$0	6	\$111		\$0	21	\$814
Perimeter Fence		\$0		\$0	8	\$308	2	\$57		\$0		\$0		\$0	32	\$1,255
Security		\$0	8	\$409	8	\$308		\$0		\$0	4	\$74		\$0	10	\$364
QA/QC	4	\$240	8	\$409	8	\$308	4	\$114		\$0	4	\$74		\$0	20	\$790
Meeting every 2 weeks	20	\$1,200	40	\$2,043		\$0		\$0		\$0	12	\$222		\$0	72	\$3,465
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	39	\$2,340	118	\$6,027	200	\$7,690	90	\$2,557	0	\$0	28	\$518	0	\$0	475	\$19,132
LABOR & BURDEN OVERHEAD															216.69%	\$41,458
TOTAL L&B O/H																\$60,590
PROFIT															10%	\$6,059
REIMBURSIBLES																
PRINTING																\$500
MILEAGE																\$100
TRAVEL																
PER DIEM																
OVERNIGHT MAIL																\$400
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$1,000	\$1,000
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$67,649

**PAPE DAWSON ENGINEERS
RUNWAY 3-21 EXTENSION
ENVIRONMENTAL PERMITTING**

Attachment 2

APRIL 29, 2008

Individual Permit

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$54.29	RATE	\$50.00	RATE	\$32.21	RATE	\$30.62	RATE	\$27.60	RATE	\$20.71	RATE	\$0	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
PRELIMINARY ENGINEERING PHASE																
Hydrology/Hydraulics:																
Evaluate DFIRM	2	\$109	4	\$200	6	\$193	2	\$61	4	\$110		\$0		\$0	0	\$0
Modify DFIRM		\$0	3	\$150	10	\$322	6	\$184	6	\$166		\$0		\$0	18	\$673
CSA Runoff 100 year Flood		\$0	1	\$50	4	\$129	10	\$306	6	\$166		\$0		\$0	25	\$821
FEMA Runoff		\$0	1	\$50	4	\$129	10	\$306	6	\$166		\$0		\$0	21	\$651
Model CSA Existing Conditions	1	\$54	1	\$50	4	\$129	12	\$367	6	\$166		\$0		\$0	21	\$651
Model FEMA Existing Conditions	1	\$54	1	\$50	4	\$129	12	\$367	6	\$166		\$0		\$0	24	\$766
Model CSA Proposed Conditions	1	\$54	1	\$50	4	\$129	12	\$367	6	\$166		\$0		\$0	24	\$766
Model FEMA Proposed Conditions	1	\$54	1	\$50	4	\$129	12	\$367	6	\$166		\$0		\$0	24	\$766
Determine 100 year FP Extg CSA & FEMA	1	\$54	1	\$50	2	\$64	4	\$122	2	\$55	2	\$41		\$0	24	\$766
Determine 100 year FP Prop. CSA & FEMA	1	\$54	1	\$50	2	\$64	4	\$122	2	\$55	2	\$41		\$0	12	\$388
DELIVERABLE - SUBMIT PRELIMINARY POST PROJECT FLOODPLAIN MAP															12	\$388
\$6,636																
Flood Plain Revisions:																
Determine Proposed Channel Cross Sections	1	\$54	3	\$150	8	\$258	16	\$490	2	\$55		\$0		\$0	0	\$0
Prepare Construction Plans		\$0	4	\$200	10	\$322	20	\$612	24	\$662		\$0		\$0	30	\$1,007
Prepare Construction Specs		\$0	1	\$50	4	\$129	6	\$184		\$0	3	\$62		\$0	58	\$1,797
Flood Plain Development Permit		\$0	1	\$50	4	\$129	4	\$122	2	\$55	1	\$21		\$0	14	\$425
Tree Preservation Ordinance (See Consultant)	1	\$54	4	\$200	16	\$515	12	\$367	6	\$166	2	\$41		\$0	12	\$377
DELIVERABLE - SUBMIT FLOODPLAIN DEVELOPMENT PERMIT															41	\$1,344
\$4,950																
65% DESIGN SUBMITTAL PHASE																
FEMA Submittals																
CLOMR																
Application Forms	1	\$54	4	\$200	1	\$32	0	\$0	0	\$0		\$0		\$0	0	\$0
Supporting Documentation		\$0	4	\$200	8	\$258	8	\$245	6	\$166	2	\$41		\$0	7	\$307
CSA Coordination		\$0	4	\$200	4	\$129	4	\$122		\$0		\$0		\$0	28	\$910
FEMA Coordination		\$0	8	\$400	4	\$129	4	\$122		\$0		\$0		\$0	12	\$451
FEMA/CSA Revisions	1	\$54	8	\$400	10	\$322	10	\$306	4	\$110	2	\$41		\$0	16	\$651
DELIVERABLE - SUBMIT CLOMR															35	\$1,234
\$3,554																
Jurisdictional Waters:																
Evaluation																
Review EA Backup	1	\$54	2	\$100	2	\$64		\$0		\$0		\$0		\$0	0	\$0
Conduct Field Recon		\$0	6	\$300	6	\$193		\$0		\$0		\$0		\$0	5	\$219
Prepare Map of Findings	1	\$54	2	\$100	4	\$129	6	\$184	16	\$442		\$0		\$0	12	\$493
Prepare Report	1	\$54	6	\$300	24	\$773	6	\$184	10	\$276	6	\$124		\$0	29	\$908
DELIVERABLE - SUBMIT JURISDICTIONAL WATERS EVALUATION REPORT															53	\$1,711
\$3,332																
Assessment																
Determine Impacts	2	\$109	6	\$300	8	\$258	4	\$122	4	\$110		\$0		\$0	0	\$0
Review Measures to Reduce Impact	4	\$217	6	\$300	12	\$387	12	\$367	8	\$221	1	\$21		\$0	24	\$899
DELIVERABLE - PROVIDE RECOMMENDATIONS TO DESIGN TEAM															43	\$1,513
\$2,412																
Individual Permit																
Pre-Application Meeting	6	\$326		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Prepare Application & Supporting Documents	4	\$217	16	\$800	24	\$773	10	\$306	30	\$828	4	\$83		\$0		\$346
Coordination FEMA & CORPS Mitigation	2	\$109	4	\$200	8	\$258	16	\$490	20	\$552	4	\$83		\$0		\$3,007
\$1,691																

Prepare Wetlands Mitigation	4	\$217	16	\$800	16	\$515	12	\$367	12	\$331	1	\$21	\$0	\$2,252	
Prepare TCEQ 401 Certification Plan	1	\$54	12	\$600	16	\$515	12	\$367	12	\$331	4	\$83	\$0	\$1,951	
Prepare Public Notice Package/Submittal	4	\$217	8	\$400	16	\$515	12	\$367	8	\$221	4	\$83	\$0	\$1,804	
Revise Public Notice Package		\$0	4	\$200	6	\$193	4	\$122	8	\$221	4	\$83	\$0	\$819	
Coordination with CSA on Final Draft Package	2	\$109	8	\$400	4	\$129	0	\$0	4	\$110	1	\$21	\$0	\$769	
Revise Final Individual Permit Package	2	\$109	10	\$500	16	\$515	6	\$184	8	\$221	4	\$83	\$0	\$1,611	
Permit Application Submittal	0	\$0	2	\$100	3	\$97	0	\$0	0	\$0	0	\$0	\$0	\$197	
CORPS Review & Revisions Coordination	1	\$54	8	\$400	12	\$387	10	\$306	8	\$221	2	\$41	\$0	\$1,409	
Prepare Pre Construction Notice		\$0	2	\$100	4	\$129	0	\$0	2	\$55	2	\$41	\$0	\$325	
DELIVERABLE - SUBMIT INDIVIDUAL WETLANDS PERMIT															
														\$16,182	
95% DESIGN SUBMITTAL PHASE															
TPDES PLAN	2	\$109	4	\$200	6	\$193	8	\$245	24	\$662		\$0	\$0	44	\$1,409
POST CONSTRUCTION PHASE															
LOMR		\$0		\$0		\$0		\$0		\$0		\$0	\$0	0	\$0
Prepare As-Built Documents	2	\$109	2	\$100	4	\$129	8	\$245	8	\$221		\$0	\$0	24	\$803
Application Forms		\$0	1	\$50	2	\$64		\$0		\$0	2	\$41	\$0	5	\$156
Supporting Documentation	2	\$109	4	\$200	8	\$258	8	\$245	4	\$110		\$0	\$0	26	\$922
CSA Coordination	1	\$54	4	\$200	4	\$129		\$0		\$0		\$0	\$0	9	\$383
FEMA Coordination	1	\$54	4	\$200	4	\$129		\$0		\$0		\$0	\$0	9	\$383
FEMA/CSA Revisions	2	\$109	1	\$50	4	\$129	3	\$92	4	\$110	2	\$41	\$0	16	\$531
DELIVERABLE - SUBMIT LOMR															
														\$3,178	
TOTAL	57	\$3,095	194	\$9,700	326	\$10,500	305	\$9,339	284	\$7,838	57	\$1,180	\$0	757	\$41,653

LABOR & BURDEN OVERHEAD	144.74%	\$60,288
TOTAL L&B O/H AND REIMB		\$101,941
PROFIT	16%	\$16,311
REIMBURSIBLES		
PRINTING	\$500	
MILEAGE		
TRAVEL	\$750	
PER DIEM	\$250	
MISC1		
MISC2		
REIMBURSIBLE TOTAL	\$1,500	\$1,500
CONSULTANTS		
SWCA Env. Cons.	\$9,997	
CONSULTANT TOTAL	\$9,997	\$9,997
TOTAL		\$129,749

**SWCA ENVIRONMENTAL CONSULTANTS
 RUNWAY 3-21 EXTENSION
 ENVIRONMENTAL PERMITTING
 29-Apr-08**

TASK	PRINCIPAL		PROJECT MGR		ENVIRON SPEC		ENVIRON TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$36	RATE	\$27	RATE	\$20	RATE	\$14	RATE	\$21	RATE	\$12	RATE	\$0	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Tree Compliance		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Tree Affidavit	2	\$73	5	\$134	22	\$438		\$0	4	\$83	2	\$24		\$0	2	\$24
Meeting		\$0	2	\$53	4	\$80		\$0		\$0		\$0		\$0	33	\$728
															6	\$133
																\$885
Migratory Bird Review		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Site Visit		\$0	6	\$160	6	\$120		\$0		\$0		\$0		\$0	12	\$280
Lit Review		\$0	4	\$107	10	\$199		\$0		\$0		\$0		\$0	14	\$306
Report Prep	2	\$73	2	\$53	14	\$279		\$0	2	\$42	2	\$24		\$0	22	\$471
																\$1,056
Cultural Resources Review		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Database Review		\$0	8	\$214	8	\$159		\$0		\$0		\$0		\$0	16	\$373
Site Visit		\$0	8	\$214	8	\$159		\$0		\$0		\$0		\$0	16	\$373
Report Prep	2	\$73	5	\$134	24	\$478		\$0	6	\$125	3	\$36		\$0	40	\$845
																\$1,591
TOTAL	6	\$218	40	\$1,068	96	\$1,913	0	\$0	12	\$249	7	\$84	0	\$0	161	\$3,532
																LABOR & BURDEN OVERHEAD 144.00% \$5,086
																TOTAL L&B O/H AND REIMB \$8,618
																PROFIT 16% \$1,379
																REIMBURSIBLES
																PRINTING \$10
																MILEAGE \$126
																TRAVEL
																PER DIEM \$60
																Postage, Communications \$45
																TARL Research Fees \$50
																REIMBURSIBLE TOTAL \$0 \$0
																CONSULTANTS
																GEOTECHNICAL
																ASBESTOS & LBP EVAL.
																CONSULTANT TOTAL \$0 \$0
																TOTAL \$9,997

DMJM AVIATION, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY DESIGN
29-Apr-08

Summary of Engineering Fee Proposal

<i>Preliminary Design (35% Submittal)</i>	
DMJM Aviation	\$25,047
Arias & Associates - Geotechnical Investigations	\$11,523 *
Vickery & Associates - Topo Survey	\$7,830 *
Vickery & Associates - Drainage Design	\$5,779 *
K.M. Ng & Associates - Airfield Electrical Design	\$8,270 *
Subtotal - Preliminary Design	\$58,449
<i>Final Design (95% Submittal)</i>	
DMJM Aviation	\$43,797
Vickery & Associates - Drainage Design	\$5,967 *
K.M. Ng & Associates - Airfield Electrical Design	\$15,188 *
Subtotal - Final Design	\$64,952
<i>Bid Documents (100% Submittal)</i>	
DMJM Aviation	\$12,704
Vickery & Associates - Drainage Design	\$2,904 *
K.M. Ng & Associates - Airfield Electrical Design	\$1,844 *
Subtotal - Issued for Bid Submittal	\$17,452
<i>Bidding Phase</i>	
DMJM Aviation	\$15,660
Vickery & Associates - Drainage Design	\$1,694 *
K.M. Ng & Associates - Airfield Electrical Design	\$1,598 *
Subtotal - Bidding Phase Services	\$18,952
<i>Construction Phase Services</i>	
DMJM Aviation	\$50,061
Vickery & Associates	\$5,168 *
K.M. Ng & Associates	\$6,777 *
Subtotal - Construction Phase Services	\$62,006

Grand Total	\$221,811
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* = DBE
DBE Participation (Vickery, Arias, and K.M. Ng) = 33.6%

DMJM AVIATION, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY 35% DESIGN PHASE
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL			
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST		
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
A. General																		
Review Record Information		\$0	1	\$61	1	\$47		\$0		\$0		\$0		\$0	2	\$108		
Review and Comment on Survey Data		\$0		\$0		\$0	2	\$70		\$0		\$0		\$0	2	\$70		
Attend Bi-Weekly Meeting (2)		\$0	8	\$484		\$0		\$0		\$0		\$0		\$0	8	\$484		
Attend Special Meetings (1)		\$0	4	\$242		\$0	2	\$70		\$0		\$0		\$0	6	\$312		
Coordinate Topographic Survey		\$0	2	\$121	2	\$94		\$0		\$0		\$0		\$0	4	\$215		
Coordinate Geotechnical Investigation		\$0	2	\$121	2	\$94		\$0		\$0		\$0		\$0	4	\$215		
Management and Administration	2	\$150	7	\$424		\$0		\$0		\$0		\$0		\$0	4	\$215		
Perform Civil and Electrical Site Investigation		\$0	8	\$484	8	\$376		\$0		\$0	19	\$285		\$0	28	\$859		
												\$0		\$0	16	\$860		
B. Civil Engineering																		
Prepare Existing Conditions Plan		\$0		\$0	2	\$94	8	\$280	4	\$120		\$0		\$0	14	\$494		
Prepare Boring Layout Plan		\$0		\$0	1	\$47	3	\$105	3	\$90		\$0		\$0	7	\$242		
Develop Existing Surface Model		\$0		\$0	2	\$94	8	\$280		\$0		\$0		\$0	10	\$374		
Establish Preliminary TW Horizontal Geometry		\$0		\$0	2	\$94	4	\$140		\$0		\$0		\$0	6	\$234		
Develop and Evaluate TW Profile Alternatives		\$0	2	\$121	4	\$188	8	\$280	8	\$240		\$0		\$0	22	\$829		
Establish Preliminary TW Profile		\$0		\$0	2	\$94	4	\$140	4	\$120		\$0		\$0	10	\$354		
Coordinate Preliminary Drainage Design		\$0	2	\$121	2	\$94		\$0		\$0		\$0		\$0	4	\$215		
Prepare Preliminary Grading Plan		\$0		\$0	4	\$188	8	\$280	4	\$120		\$0		\$0	16	\$588		
Establish Project Limits		\$0	1	\$61		\$0	2	\$70	2	\$60		\$0		\$0	5	\$191		
Perform TW Pavement Design		\$0		\$0	6	\$282		\$0		\$0		\$0		\$0	6	\$282		
Identify Operational Impacts of Construction		\$0	2	\$121		\$0		\$0	4	\$120		\$0		\$0	6	\$241		
D. Prepare Preliminary Report																		
Prepare Preliminary Cost Estimate		\$0		\$0	1	\$47	2	\$70		\$0		\$0		\$0	3	\$117		
Prepare Report Graphics		\$0		\$0		\$0		\$0	8	\$240		\$0		\$0	8	\$240		
Prepare Prelim. Eng. Report (PER)		\$0	2	\$121	20	\$940		\$0		\$0	7	\$105		\$0	29	\$1,166		
QA Review		\$0	2	\$121		\$0		\$0		\$0		\$0		\$0	1	\$121		
TOTAL	2	\$150	43	\$2,602	59	\$2,773	51	\$1,785	37	\$1,110	26	\$390	0	\$0	217	\$8,810		
															LABOR & BURDEN OVERHEAD		138.35%	\$12,188
															TOTAL L&B O/H			\$20,997
															PROFIT		15%	\$3,150
															REIMBURSIBLES			
															PRINTING / REPRODUCTION			\$200
															MILEAGE			\$400
															TRAVEL			\$100
															PER DIEM			\$100
															OVERNIGHT MAIL			\$50
															LONG DISTANCE			\$50
															REIMBURSIBLE TOTAL		\$900	\$900
															CONSULTANTS			
															GEOTECHNICAL			\$11,523
															TOPOGRAPHIC SURVEY			\$7,830
															PREL DRAINAGE DESIGN			\$5,779
															PREL ELECTRICAL DESIGN			\$8,270
															CONSULTANT TOTAL		\$33,402	\$33,402

**DMJM AVIATION, INC.
 PHASE II - TAXIWAY 'RC' EXTENSION
 TAXIWAY 35% DESIGN PHASE
 29-Apr-08**

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL			
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST		
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
																	TOTAL	\$58,449

DMJM AVIATION, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY 95% DESIGN PHASE
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL			
	RATE HOURS	\$75 COST	RATE HOURS	\$61 COST	RATE HOURS	\$47 COST	RATE HOURS	\$35 COST	RATE HOURS	\$30 COST	RATE HOURS	\$15 COST	RATE HOURS	\$0 COST	HOURS	COST		
A. General																		
Attend Bi-weekly Meetings (4)		\$0	20	\$1,210		\$0		\$0		\$0	8	\$120		\$0	28	\$1,330		
Attend Special Meetings (2)		\$0	8	\$484		\$0		\$0		\$0		\$0		\$0	8	\$484		
Management and Administration	2	\$150	10	\$605		\$0		\$0		\$0	19	\$285		\$0	31	\$1,040		
Client / Owner Coordination		\$0	3	\$182	3	\$141		\$0		\$0		\$0		\$0	6	\$323		
B. Civil Engineering																		
Prepare Cover and Index of Drawings		\$0		\$0	1	\$47		\$0	2	\$60		\$0		\$0	3	\$107		
Prepare General Notes		\$0	1	\$61	4	\$188		\$0	8	\$240		\$0		\$0	13	\$489		
Prepare Construction Access and Staging Area Plan		\$0	2	\$121	4	\$188		\$0	6	\$180		\$0		\$0	12	\$489		
Prepare Demolition / Site Prep Plans		\$0		\$0	2	\$94		\$0	4	\$120		\$0		\$0	6	\$214		
Prepare Survey Control Plan		\$0		\$0	1	\$47		\$0	2	\$60		\$0		\$0	3	\$107		
Prepare Construction Phasing and Safety Plan		\$0	2	\$121	2	\$94		\$0	6	\$180		\$0		\$0	10	\$395		
Prepare Construction Safety Details		\$0		\$0	2	\$94		\$0	4	\$120		\$0		\$0	6	\$214		
Prepare Existing Conditions Plan		\$0	2	\$121	2	\$94	2	\$70	2	\$60		\$0		\$0	8	\$345		
Prepare Existing Surface Model and Contours		\$0		\$0	2	\$94	4	\$140		\$0		\$0		\$0	6	\$234		
Develop Proposed Surface Model and Contours		\$0		\$0	2	\$94	12	\$420		\$0		\$0		\$0	14	\$514		
Prepare Erosion and Sediment Control Plan & Details		\$0	1	\$61	4	\$188		\$0	6	\$180		\$0		\$0	11	\$429		
Prepare Geometry and Paving Plans		\$0		\$0	4	\$188		\$0	4	\$120		\$0		\$0	8	\$308		
Depict Base and Bid Alternate Paving Limits		\$0	2	\$121		\$0	6	\$210		\$0		\$0		\$0	8	\$331		
Prepare Grading Plan		\$0	2	\$121		\$0	4	\$140	6	\$180		\$0		\$0	12	\$441		
Coordinate Drainage System Design		\$0		\$0	4	\$188	2	\$70		\$0		\$0		\$0	6	\$258		
Prepare Taxiway Centerline Profile		\$0		\$0	2	\$94	4	\$140	6	\$180		\$0		\$0	12	\$414		
Develop Typical Pavement Section & Details		\$0		\$0	4	\$188		\$0	8	\$240		\$0		\$0	12	\$428		
Develop Miscellaneous Details		\$0	1	\$61	2	\$94		\$0	6	\$180		\$0		\$0	9	\$335		
Develop Cross Sections		\$0	2	\$121	4	\$188	8	\$280	12	\$360		\$0		\$0	26	\$949		
Prepare Pavement Elevations Plan		\$0		\$0	2	\$94	4	\$140	6	\$180		\$0		\$0	12	\$414		
Develop Pavement Marking Plans		\$0		\$0	2	\$94		\$0	6	\$180		\$0		\$0	8	\$274		
Develop Pavement Marking Details		\$0		\$0	1	\$47		\$0	4	\$120		\$0		\$0	5	\$167		
Prepare Civil Technical Specifications		\$0	3	\$182	12	\$564		\$0		\$0	3	\$45		\$0	18	\$791		
D. Prepare 95% Deliverable																		
Address Previous Review Comments		\$0	2	\$121	8	\$376	12	\$420	16	\$480		\$0		\$0	38	\$1,397		
Prepare and Document Quantity Take off		\$0	2	\$121		\$0	3	\$105		\$0	2	\$30		\$0	7	\$256		
Prepare Estimate of Construction Cost		\$0		\$0	2	\$94	3	\$105		\$0		\$0		\$0	5	\$199		
Review / Edit Front End Documents		\$0	4	\$242	10	\$470		\$0		\$0	6	\$90		\$0	20	\$802		
Prepare Bid Form		\$0		\$0	4	\$188		\$0		\$0	3	\$45		\$0	7	\$233		
Develop Construction Durations for Overall Schedule		\$0	1	\$61	3	\$141		\$0		\$0	1	\$15		\$0	5	\$217		
Quality Assurance Review		\$0	4	\$242		\$0		\$0		\$0		\$0		\$0	4	\$242		
Prepare Deliverable		\$0		\$0	1	\$47		\$0	4	\$120		\$15		\$0	6	\$182		
TOTAL	2	\$150	72	\$4,356	94	\$4,418	64	\$2,240	118	\$3,540	43	\$645	0	\$0	393	\$15,349		
															LABOR & BURDEN OVERHEAD		138.35%	\$21,235
															TOTAL L&B O/H			\$36,584
															PROFIT		15%	\$5,488
															REIMBURSIBLES			
															PRINTING / REPRODUCTION			\$600

DMJM AVIATION, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY DESIGN - CONSTRUCTION PHASE SERVICES
29-Apr-08

Attachment 2

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
<i>A. General</i>		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
<i>Management and Administration</i>	4	\$300	36	\$2,178		\$0		\$0		\$0	60	\$900		\$0	100	\$3,378
Attend Preconstruction Conference		\$0	8	\$484	8	\$376		\$0		\$0	2	\$30		\$0	18	\$890
Attend Bi-weekly Constr. Coord. Meetings (8)		\$0	32	\$1,938	16	\$752		\$0		\$0		\$0		\$0	48	\$2,688
Review and Approve Shops and Submittals		\$0	4	\$242	16	\$752		\$0		\$0	2	\$30		\$0	22	\$1,024
Provide Clarifications & Interpretations		\$0	4	\$242	24	\$1,128		\$0		\$0	4	\$60		\$0	32	\$1,430
Review and Sign Contractor Pay Requests		\$0	16	\$968	8	\$376		\$0		\$0	2	\$30		\$0	26	\$1,374
Provide Site Visits (8)		\$0	32	\$1,938	16	\$752		\$0		\$0	2	\$30		\$0	50	\$2,718
Participate in Final Inspection		\$0	8	\$484	8	\$376		\$0		\$0	2	\$30		\$0	18	\$890
As-Built Drawings		\$0	2	\$121	4	\$182	8	\$280	16	\$480	2	\$30		\$0	32	\$1,099
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	4	\$300	142	\$8,591	100	\$4,700	8	\$280	16	\$480	76	\$1,140	0	\$0	346	\$15,491
LABOR & BURDEN OVERHEAD															138.35%	\$21,432
TOTAL L&B O/H AND REIMB																\$36,923
PROFIT															15%	\$5,538
REIMBURSIBLES																
PRINTING / REPRODUCTION																\$3,500
MILEAGE																\$2,300
TRAVEL																\$500
PER DIEM																\$800
OVERNIGHT MAIL																
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$7,600	\$7,600
CONSULTANTS																
Vickrey & Associates																\$5,168
K.M. Ng & Associates																\$6,777
CONSULTANT TOTAL															\$11,945	\$11,945
TOTAL																\$62,006

**ARIAS & ASSOCIATES, INC.
 PHASE II - TAXIWAY 'RC' EXTENSION
 TAXIWAY DESIGN
 16-Apr-08**

Summary of Engineering Fee Proposal

<i>Preliminary Design (35% Submittal)</i>	
Arias & Associates - Geotechnical Investigations	\$11,523 *
Subtotal - Preliminary Design	\$11,523
<i>Final Design (95% Submittal)</i>	
Arias & Associates - Geotechnical Investigations	\$0 *
Subtotal - Final Design	\$0
<i>Bid Documents (100% Submittal)</i>	
Arias & Associates - Geotechnical Investigations	\$0 *
Subtotal - Final Design	\$0
<i>Bidding Phase</i>	
Arias & Associates - Geotechnical Investigations	\$0 *
Subtotal - Issue for Bid Submittal and Bidding Phase Services	\$0
<i>Construction Phase Services</i>	
Arias & Associates - Geotechnical Investigations	\$0 *
Subtotal - Final Design	\$0
Grand Total	\$11,523

* = DBE
 DBE Participation = #####

ARIAS & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY 35% DESIGN PHASE
16-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$58	RATE	\$40	RATE	\$40	RATE	\$21	RATE	\$16	RATE	\$13	RATE		HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Site Recon and Utility Clearances		\$0		\$0		\$0	4	\$84		\$0		\$0		\$0	4	\$84
Airport Badging/Licensing		\$0		\$0	1	\$40	12	\$252		\$0		\$0		\$0	13	\$292
Borehole Logging		\$0		\$0		\$0	10	\$210		\$0		\$0		\$0	10	\$210
Site Plan and Boring Log Prep		\$0		\$0		\$0		\$0	4	\$64		\$0		\$0	4	\$64
Review Specifications		\$0		\$0	2	\$80		\$0		\$0		\$0		\$0	2	\$80
Geologic Review and Research		\$0		\$0	2	\$80		\$0		\$0		\$0		\$0	2	\$80
Engineering Analysis		\$0		\$0	4	\$160		\$0		\$0		\$0		\$0	4	\$160
Report Preparation		\$0		\$0	8	\$320		\$0		\$0	4	\$52		\$0	12	\$372
Report Review	3	\$174		\$0		\$0		\$0		\$0		\$0		\$0	3	\$174
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	3	\$174	0	\$0	17	\$680	26	\$546	4	\$64	4	\$52	0	\$0	54	\$1,516

LABOR & BURDEN OVERHEAD	178.00%	\$2,698
TOTAL L&B O/H AND REIMB		\$4,214
PROFIT	15%	\$632
REIMBURSIBLES		
PRINTING		
MILEAGE		
MISC - Badges		\$70
MISC - Drilling Contractor		\$810
MISC - Laboratory Testing		\$5,796
REIMBURSIBLE TOTAL		\$6,676
CONSULTANTS		
CONSULTANT TOTAL		\$0
TOTAL		\$11,523

VICKREY & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY DESIGN
18-Apr-08

Summary of Engineering Fee Proposal

Preliminary Design (35% Submittal)

Vickrey & Associates - Survey	\$7,908 *
Vickrey & Associates - Drainage Design	\$5,836 *
Subtotal - Preliminary Design	\$13,744

Final Design (95% Submittal)

Vickrey & Associates - Drainage Design	\$6,026 *
Subtotal - Final Design	\$6,026

Bid Documents (100% Submittal)

Vickrey & Associates - Drainage Design	\$2,932 *
Subtotal - Final Design	\$2,932

Bidding Phase

Vickrey & Associates - Drainage Design	\$1,088 *
Subtotal - Issue for Bid Submittal and Bidding Phase Services	\$1,088

Construction Phase Services

Vickrey & Associates - Drainage Design	\$5,220 *
Subtotal - Final Design	\$5,220

Grand Total	\$29,011
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* = DBE
DBE Participation = 100.0%

VICKREY & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY 35% DESIGN PHASE
18-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$60.00	RATE	\$51.08	RATE	\$38.45	RATE	\$28.41	RATE	\$24.03	RATE	\$18.50	RATE	\$59.79	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
SURVEY		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Setup Control/admin		\$0	1	\$51		\$0	5	\$142		\$0		\$0	8.5	\$508	14.5	\$701
Topo site		\$0		\$0		\$0		\$0		\$0		\$0	14	\$837	14	\$837
Stakeout Bore holes		\$0		\$0		\$0		\$0	1.5	\$36		\$0	3.5	\$209	5	\$245
Prepare Drawing & QA/QC		\$0	3	\$153		\$0	7	\$199		\$0	1	\$19		\$0	11	\$371
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	0	\$0	4	\$204	0	\$0	12	\$341	1.5	\$36	1	\$19	26	\$1,555	44.5	\$2,154
LABOR & BURDEN OVERHEAD															220.00%	\$4,740
TOTAL L&B O/H																\$6,894
PROFIT															10%	\$689
REIMBURSIBLES																
PRINTING															\$100	
MILEAGE															\$25	
TRAVEL																
PER DIEM																
OVERNIGHT MAIL															\$200	
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$325	\$325
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$7,908

VICKREY & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY 35% DESIGN PHASE
18-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL		
	RATE	\$60.00	RATE	\$51.08	RATE	\$38.45	RATE	\$28.41	RATE	\$24.03	RATE	\$18.50	RATE	\$59.79	HOURS	COST	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	
DRAINAGE		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
Project Coordination	1	\$60	6	\$306	3	\$115		\$0		\$0		\$0		\$0	0	\$0	
Verify Master Drainage Plan		\$0	2	\$102	8	\$308		\$0		\$0		\$0		\$0	10	\$482	
Prepare PSE		\$0	2	\$102	8	\$308	8	\$227		\$0	2	\$37		\$0	20	\$674	
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
TOTAL	1	\$60	10	\$511	19	\$731	8	\$227	0	\$0	2	\$37	0	\$0	40	\$1,566	
															LABOR & BURDEN OVERHEAD	220.00%	\$3,444
															TOTAL L&B O/H		\$5,010
															PROFIT	10%	\$501
															REIMBURSIBLES		
															PRINTING		\$100
															MILEAGE		\$25
															TRAVEL		
															PER DIEM		
															OVERNIGHT MAIL		\$200
															LONG DISTANCE		
															REIMBURSIBLE TOTAL		\$325
															CONSULTANTS		\$325
															CONSULTANT TOTAL		\$0
															TOTAL		\$5,836

VICKREY & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY 95% DESIGN PHASE
18-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$60.00	RATE	\$51.08	RATE	\$38.45	RATE	\$28.41	RATE	\$24.03	RATE	\$18.50	RATE	\$59.79	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
DRAINAGE		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Project Coordination		\$0	4	\$204		\$0		\$0		\$0		\$0		\$0	0	\$0
Prepare PSE		\$0	2	\$102	16	\$615	18	\$511		\$0	2	\$37		\$0	38	\$1,266
QA/QC	1	\$60	1	\$51	1	\$38		\$0		\$0		\$0		\$0	3	\$150
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	1	\$60	7	\$358	17	\$654	18	\$511	0	\$0	2	\$37	0	\$0	45	\$1,620
LABOR & BURDEN OVERHEAD															220.00%	\$3,563
TOTAL L&B O/H																\$5,183
PROFIT															10%	\$518
REIMBURSIBLES																
PRINTING															\$100	
MILEAGE															\$25	
TRAVEL																
PER DIEM																
OVERNIGHT MAIL															\$200	
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$325	\$325
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$6,026

VICKREY & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY 100% DESIGN PHASE
18-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$60.00	RATE	\$51.08	RATE	\$38.45	RATE	\$28.41	RATE	\$24.03	RATE	\$18.50	RATE	\$59.79	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
DRAINAGE																
Project Coordination		\$0	2	\$102		\$0		\$0		\$0		\$0		\$0	2	\$102
Prepare PSE		\$0	3	\$153	5	\$192	5	\$142		\$0	2	\$37		\$0	15	\$525
QA/QC	1	\$60	1	\$51	1	\$38		\$0		\$0		\$0		\$0	3	\$150
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	1	\$60	6	\$306	6	\$231	5	\$142	0	\$0	2	\$37	0	\$0	20	\$776
LABOR & BURDEN OVERHEAD															220.00%	\$1,708
TOTAL L&B O/H																\$2,484
PROFIT															10%	\$248
REIMBURSIBLES																
PRINTING															\$100	
MILEAGE																
TRAVEL																
PER DIEM																
OVERNIGHT MAIL															\$100	
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$200	\$200
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$2,932

VICKREY & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY DESIGN - BID PHASE SERVICES
18-Apr-08

Attachment 2

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$60.00	RATE	\$51.08	RATE	\$38.45	RATE	\$28.41	RATE	\$24.03	RATE	\$18.50	RATE	\$59.79	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
DRAINAGE		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Addendum Assistance		\$0	4	\$204	6	\$231		\$0		\$0	2	\$37		\$0	12	\$472
TOTAL	0	\$0	4	\$204	6	\$231	0	\$0	0	\$0	2	\$37	0	\$0	12	\$472
LABOR & BURDEN OVERHEAD															100.00%	\$472
TOTAL L&B O/H																\$944
PROFIT															10%	\$94
REIMBURSIBLES																
PRINTING																
MILEAGE																
TRAVEL																
PER DIEM																
OVERNIGHT MAIL															\$50	
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$50	\$50
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$1,088

VICKREY & ASSOCIATES, INC.
 PHASE II - TAXIWAY 'RC' EXTENSION
 TAXIWAY DESIGN - CONSTRUCTION PHASE SERVICES
 18-Apr-08

Attachment 2

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$60.00	RATE	\$51.08	RATE	\$38.45	RATE	\$28.41	RATE	\$24.03	RATE	\$18.50	RATE	\$59.79	HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
DRAINAGE		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Shop Drawing Review		\$0	4	\$204	8	\$308		\$0		\$0	2	\$37		\$0	14	\$549
Plan Interpretation		\$0	8	\$409	12	\$461		\$0		\$0		\$0		\$0	20	\$870
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	0	\$0	12	\$613	20	\$769	0	\$0	0	\$0	2	\$37	0	\$0	34	\$1,419
LABOR & BURDEN OVERHEAD															220.00%	\$3,122
TOTAL L&B O/H																\$4,541
PROFIT															10%	\$454
REIMBURSIBLES																
PRINTING															\$25	
MILEAGE															\$100	
TRAVEL																
PER DIEM																
OVERNIGHT MAIL															\$100	
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$225	\$225
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$5,220

K.M. NG & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY DESIGN
29-Apr-08

Summary of Engineering Fee Proposal

Preliminary Design (35% Submittal)

K.M. Ng & Associates -	\$8,270 *
Subtotal - Preliminary Design	\$8,270

Final Design (95% Submittal)

K.M. Ng & Associates -	\$15,188 *
Subtotal - Final Design	\$15,188

Bid Documents (100% Submittal)

K.M. Ng & Associates -	\$1,844 *
Subtotal - Final Design	\$1,844

Bidding Phase

K.M. Ng & Associates -	\$1,598 *
Subtotal - Issue for Bid Submittal and Bidding Phase Services	\$1,598

Construction Phase Services

K.M. Ng & Associates -	\$6,777 *
Subtotal - Final Design	\$6,777

Grand Total	\$33,677
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* = DBE

DBE Participation = #####

**K.M. NG & ASSOCIATES, INC.
 PHASE II - TAXIWAY 'RC' EXTENSION
 TAXIWAY 95% DESIGN PHASE
 29-Apr-08**

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$46	RATE	\$40	RATE	\$33	RATE	\$20	RATE	\$18	RATE	\$17	RATE		HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Project Meeting/Coordination	2	\$92	4	\$160	12	\$396		\$0		\$0		\$0		\$0	18	\$648
Field Investigation		\$0	2	\$80	12	\$396	16	\$320		\$0		\$0		\$0	30	\$796
Construction Drawings	4	\$184	4	\$160	32	\$1,056	24	\$480	60	\$1,080	6	\$102		\$0	130	\$3,062
Specifications		\$0	4	\$160	12	\$396		\$0		\$0	20	\$340		\$0	36	\$896
Cost Estimate		\$0	2	\$80	8	\$264	8	\$160		\$0	4	\$68		\$0	22	\$572
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	6	\$276	16	\$640	76	\$2,508	48	\$960	60	\$1,080	30	\$510	0	\$0	236	\$5,974
LABOR & BURDEN OVERHEAD															117.79%	\$7,037
TOTAL L&B O/H																\$13,011
PROFIT															15%	\$1,952
REIMBURSIBLES																
PRINTING																\$150
MILEAGE																\$75
TRAVEL																
PER DIEM																
OVERNIGHT MAIL																
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$225	\$225
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$15,188

**K.M. NG & ASSOCIATES, INC.
 PHASE II - TAXIWAY 'RC' EXTENSION
 TAXIWAY 100% DESIGN PHASE
 29-Apr-08**

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$46	RATE	\$40	RATE	\$33	RATE	\$20	RATE	\$18	RATE	\$17	RATE		HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Project Meeting/Coordination		\$0		\$0	2	\$66		\$0		\$0		\$0		\$0	2	\$66
Construction Drawings		\$0		\$0	8	\$264	8	\$160	12	\$216		\$0		\$0	28	\$640
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	0	\$0	0	\$0	10	\$330	8	\$160	12	\$216	0	\$0	0	\$0	30	\$706
LABOR & BURDEN OVERHEAD															117.79%	\$832
TOTAL L&B O/H																\$1,538
PROFIT															15%	\$231
REIMBURSIBLES																
PRINTING															\$50	
MILEAGE															\$25	
TRAVEL																
PER DIEM																
OVERNIGHT MAIL																
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$75	\$75
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$1,844

K.M. NG & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY DESIGN - BID PHASE SERVICES
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL		
	RATE	\$46	RATE	\$40	RATE	\$33	RATE	\$20	RATE	\$18	RATE	\$17	RATE		HOURS	COST	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	
Project Meeting/Coordination		\$0	2	\$80	2	\$66		\$0		\$0		\$0					\$146
Construction Drawings/Addendum		\$0	2	\$80	8	\$264	8	\$160	8	\$144	2	\$34		\$0	28		\$484
TOTAL	0	\$0	4	\$160	10	\$330	8	\$160	8	\$144	2	\$34	0	\$0	28		\$630
LABOR & BURDEN OVERHEAD															117.79%	\$742	
TOTAL L&B O/H																\$1,372	
PROFIT															15%	\$206	
REIMBURSIBLES																	
PRINTING															\$10		
MILEAGE															\$10		
TRAVEL																	
PER DIEM																	
OVERNIGHT MAIL																	
LONG DISTANCE																	
REIMBURSIBLE TOTAL															\$20	\$20	
CONSULTANTS																	
CONSULTANT TOTAL															\$0	\$0	
TOTAL																\$1,598	

K.M. NG & ASSOCIATES, INC.
PHASE II - TAXIWAY 'RC' EXTENSION
TAXIWAY DESIGN - CONSTRUCTION PHASE SERVICES
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL	
	RATE	\$46	RATE	\$40	RATE	\$33	RATE	\$20	RATE	\$18	RATE	\$17	RATE		HOURS	COST
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Submittal		\$0	4	\$160	16	\$528		\$0		\$0	8	\$136		\$0	28	\$824
Meetings	4	\$184	8	\$320	24	\$792		\$0		\$0	2	\$34		\$0	38	\$1,330
RFI		\$0	4	\$160	8	\$264		\$0		\$0	4	\$68		\$0	16	\$492
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
TOTAL	4	\$184	16	\$640	48	\$1,584	0	\$0	0	\$0	14	\$238	0	\$0	82	\$2,646
LABOR & BURDEN OVERHEAD															117.79%	\$3,117
TOTAL L&B O/H																\$5,763
PROFIT															15%	\$864
REIMBURSIBLES																
PRINTING																\$50
MILEAGE																\$100
TRAVEL																
PER DIEM																
OVERNIGHT MAIL																
LONG DISTANCE																
REIMBURSIBLE TOTAL															\$150	\$150
CONSULTANTS																
CONSULTANT TOTAL															\$0	\$0
TOTAL																\$6,777

DMJM AVIATION, INC.
Taxiway R - Pavement Repairs
TAXIWAY DESIGN
29-Apr-08

Summary of Engineering Fee Proposal

Preliminary Design

DMJM Aviation	\$8,903
HVJ & Associates - Non-Destructive Pavement Testing	\$4,821 *
Vickery & Associates - Topo Survey	\$4,464 *
Expenses	\$750
Subtotal - Preliminary Design	\$18,938

Final Design

DMJM Aviation	\$6,578
Expenses	\$450
Subtotal - Final Design	\$7,028

Bid Phase Services

DMJM Aviation	\$1,258
Expenses	\$600
Subtotal - Construction Phase Services	\$1,858

Grand Total (Not to Exceed)	\$27,824
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33.37% DBE

DMJM AVIATION, INC.
Taxiway R - Pavement Repairs
PRELIMINARY DESIGN PHASE
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL		
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	
Preliminary Engineering																	
Review Record Information			4	\$242	4	\$188											
Coordination Meetings (2)			4	\$242	4	\$188									8	\$188	
Coordinate Topographic Survey				\$0	4	\$188									8	\$188	
Coordinate NDT Investigation				\$0	4	\$188									4	\$188	
Delvelop and Evaluate Repair Alternatives			4	\$242	8	\$376									4	\$188	
Evaluate Landfill Material			2		2	\$94									12	\$376	
Establish Taxiway Profile															4		
ID and Address Operational Impacts				\$0	4	\$188									4	\$188	
Prepare Preliminary Cost Estimate			2	\$121	4	\$188									4	\$188	
Prepare Report Graphics			2	\$121	4	\$188	20	\$700	16	\$480					6	\$188	
Prepare Prelim. Eng. Report (PER)				\$0	4	\$188									42	\$1,368	
QA Review				\$0	4	\$188									4	\$188	
Management and Administration			16									20	\$300		4	\$188	
TOTAL	0	\$0	18	\$968	46	\$2,162	20	\$700	16	\$480	0	\$0	0	\$0	100	\$3,248	
															LABOR & BURDEN OVERHEAD	138.35%	\$4,494
															TOTAL L&B O/H		\$7,742
															PROFIT	15%	\$1,161
															REIMBURSIBLES		
															PRINTING / REPRODUCTION	\$200	
															MILEAGE	\$400	
															TRAVEL	\$100	
															PER DIEM	\$0	
															OVERNIGHT MAIL	\$50	
															LONG DISTANCE	\$0	
															REIMBURSIBLE TOTAL	\$750	\$750
															CONSULTANTS		
															NON-DESTRUCTIVE PAVEMEN	\$4,821	
															TOPOGRAPHIC SURVEY	\$4,464	
															CONSULTANT TOTAL	\$9,285	\$9,285
															TOTAL		\$18,938

DMJM AVIATION, INC.
Taxiway R - Pavement Repairs
BID Phase Services
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL		
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	
Distribute Bid Documents				\$0	2	\$94											
Attend Pre-construction Conference			2	\$121	2	\$94					6	\$90			2	\$184	
Issue Bid Addenda			2	\$0	2	\$0					4	\$60			4	\$215	
															8	\$60	
TOTAL		0	\$0	4	\$121	6	\$188	0	\$0	0	\$0	10	\$150	0	\$0	14	\$459
															LABOR & BURDEN OVERHEAD	138.35%	\$635
															TOTAL L&B O/H		\$1,094
															PROFIT	15%	\$164
															REIMBURSIBLES		
															PRINTING / REPRODUCTION		\$350
															MILEAGE		\$200
															TRAVEL		
															PER DIEM		\$50
															OVERNIGHT MAIL		
															LONG DISTANCE		
															REIMBURSIBLE TOTAL		\$600
															CONSULTANTS		\$600
															CONSULTANT TOTAL		\$0
															TOTAL		\$1,858

DMJM AVIATION, INC.
Runway 12R - Pavement Repairs

29-Apr-08

Summary of Engineering Fee Proposal

Preliminary Design

DMJM Aviation	\$8,771
HVJ & Associates - Non-Destructive Pavement Testing	\$4,821 *
Vickery & Associates - Topo Survey	\$4,794 *
Expenses	\$750
Subtotal - Preliminary Design	\$19,136

Final Design

DMJM Aviation	\$6,611
Expenses	\$450
Subtotal - Final Design	\$7,061

Bid Phase Services

DMJM Aviation	\$1,351
Expenses	\$600
Subtotal - Construction Phase Services	\$1,951

Grand Total (Not to Exceed)	\$28,148
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34.16% DBE

DMJM AVIATION, INC.
Runway 12R - Pavement Repairs
PRELIMINARY DESIGN PHASE
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL			
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST		
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
Preliminary Engineering																		
Review Record Information			4	\$242	4	\$188												
Coordination Meetings (2)			4	\$242	4	\$188									8	\$188		
Coordinate Topographic Survey				\$0	4	\$188									8	\$188		
Coordinate NDT Investigation				\$0	4	\$188									4	\$188		
Develop and Evaluate Repair Alternatives			4	\$242	4	\$188									4	\$188		
ID and Address Operational Impacts				\$0	4	\$188									8	\$188		
Prepare Preliminary Cost Estimate			2	\$121	4	\$188									4	\$188		
Prepare Report Graphics			2	\$121	4	\$188	24	\$840	16	\$480					6	\$188		
Prepare Prelim. Eng. Report (PER)				\$0	4	\$188									46	\$1,508		
QA Review				\$0	4	\$188									4	\$188		
Management and Administration			16									20	\$300		4	\$188		
TOTAL	0	\$0	16	\$968	40	\$1,880	24	\$840	16	\$480	0	\$0	0	\$0	96	\$3,200		
															LABOR & BURDEN OVERHEAD		138.35%	\$4,427
															TOTAL L&B O/H			\$7,627
															PROFIT		15%	\$1,144
															REIMBURSIBLES			
															PRINTING / REPRODUCTION			\$200
															MILEAGE			\$400
															TRAVEL			\$100
															PER DIEM			\$0
															OVERNIGHT MAIL			\$50
															LONG DISTANCE			\$0
															REIMBURSIBLE TOTAL		\$750	\$750
															CONSULTANTS			
															NON-DESTRUCTIVE PAVEMEN		\$4,821	
															TOPOGRAPHIC SURVEY		\$4,794	
															CONSULTANT TOTAL		\$9,615	\$9,615
															TOTAL			\$19,136

DMJM AVIATION, INC.
Runway 12R - Pavement Repairs
TAXIWAY 100% DESIGN PHASE
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL		
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	
Prepare 100% Bid Documents																	
Identify Limits of Pavement Repair		\$0	2	\$121	2	\$94	2	\$70	4	\$120		\$0		\$0	10	\$405	
Develop Site Plan		\$0	1	\$61	2	\$94	4	\$140	2	\$60		\$0		\$0	9	\$355	
Develop Repair Details		\$0	2	\$121	4	\$188	4	\$140	4	\$120		\$0		\$0	14	\$569	
Prepare Technical Specifications		\$0	2	\$121	8	\$376		\$0		\$0	8	\$120		\$0	18	\$617	
Prepare FAA Form 7460		\$0		\$0	2	\$94	2	\$70		\$0		\$0		\$0	4	\$164	
Prepare 100% Submittal		\$0	1	\$61	1	\$47		\$0	4	\$120	1	\$15		\$0	7	\$243	
Management and Administration											4	\$60				\$60	
TOTAL	0	\$0	8	\$484	19	\$893	12	\$420	14	\$420	13	\$195	0	\$0	62	\$2,412	
															LABOR & BURDEN OVERHEAD	138.35%	\$3,337
															TOTAL L&B O/H		\$5,749
															PROFIT	15%	\$862
															REIMBURSIBLES		
															PRINTING / REPRODUCTION		\$200
															MILEAGE		
															TRAVEL		\$200
															PER DIEM		
															OVERNIGHT MAIL		\$50
															LONG DISTANCE		
															REIMBURSIBLE TOTAL		\$450
															CONSULTANTS		
															CONSULTANT TOTAL		\$0
															TOTAL		\$7,061

DMJM AVIATION, INC.
Runway 12R - Pavement Repairs
BID Phase Services
29-Apr-08

TASK	PRINCIPAL		PROJECT MGR		ENGINEER		ENGINEER TECH		CAD OPERATOR		SECRETARY		SURVEY CREW		TOTAL			
	RATE	\$75	RATE	\$61	RATE	\$47	RATE	\$35	RATE	\$30	RATE	\$15	RATE	\$0	HOURS	COST		
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
Distribute Bid Documents				\$0	2	\$94												
Attend Pre-construction Conference			1	\$61	2	\$94					6	\$90			8	\$184		
Issue Bid Addenda			1	\$61	2	\$94					4	\$60			7	\$155		
TOTAL		0	\$0	2	\$121	6	\$282	0	\$0	0	\$0	10	\$150	0	\$0	18	\$493	
															LABOR & BURDEN OVERHEAD		138.35%	\$682
															TOTAL L&B O/H			\$1,175
															PROFIT		15%	\$176
															REIMBURSIBLES			
															PRINTING / REPRODUCTION			\$350
															MILEAGE			\$200
															TRAVEL			
															PER DIEM			\$50
															OVERNIGHT MAIL			
															LONG DISTANCE			
															REIMBURSIBLE TOTAL		\$600	\$600
															CONSULTANTS			
															CONSULTANT TOTAL		\$0	\$0
															TOTAL			\$1,951

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES**

STATE OF TEXAS

COUNTY OF BEXAR

This AGREEMENT is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY" or "Owner"), a Texas Municipal Corporation acting by and through its City Manager, pursuant to Ordinance No. _____, passed and approved on the _____ day of _____ 2008, and DMJM Aviation, Inc., (hereinafter referred to as "CONSULTANT"), by and through its designated officer (s) pursuant to its By-Laws or a resolution of its Board of Directors, both of which may be referred to herein collectively as the "PARTIES".

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

I. DEFINITIONS

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

1.1 "Director" means the director of CITY's Aviation Department, as the designated representative of the Department of Public Works, or the Aviation Director's designated project manager as identified by the Notice to Proceed.

1.2 "Project" means the capital improvement/construction development undertaking of CITY for which CONSULTANT's professional services, as stated in the Scope of Services, are to be provided pursuant to this AGREEMENT.

1.3 "Ab Initio" means from the beginning; from the first act; from the inception. *See Black's Law Dictionary, 5th Ed., © 1983.*

1.4 "Respondeat Superior" means let the master answer. This maxim means that a master is liable in certain cases for the wrongful acts of his servant, and a principal for those of his agent. *See Black's Law Dictionary, 5th Ed., © 1983*

1.5 "Scope of Services, Scope of Work, and Scope" all include, but are not limited to, all the phases of design and construction as set out more particularly in the attachments to this contract, and any other services reasonably inferable from the RFP, Consultant's proposal and the contract documents. The term "reasonably inferable" takes into consideration the understanding of the parties that some details necessary for completion of the services may not be included in the RFP, Consultant's proposal or contract documents, but they are a requirement of this contract if they are usual and customary components of the services or otherwise necessary to complete all phases of engineering described in the RFP, Consultant's proposal, or the contract documents.

II. PERIOD OF SERVICE AND AMENDMENTS

2.1 The term of this AGREEMENT shall commence on the eleventh (11th) calendar day after it is approved by the San Antonio City Council or upon execution by both parties, whichever date is later, and shall remain in force

for the period of three (3) years, or substantial completion, whichever comes first, hereinafter referred to as the "initial term." As the enabling Ordinance provides the **CITY** shall retain an option to renew this **AGREEMENT** for two additional one (1) year periods, hereinafter referred to as the "renewal periods."

2.2 **Director's Authority to Amend.** In the event such options are exercised and any material provision of the **AGREEMENT** is modified, such amendment may be executed by the Director, if the dollar amount of the amendment does not increase the contract sum by more than \$50,000.00, subject to appropriation of funds. If the dollar amount of the amendment increases the Contract value by greater than \$50,000.00, then the amendment must be approved by the City Council in the form of an Ordinance. Director may reallocate appropriated and budgeted funds within projects and between projects.

2.3 The **CITY** may authorize additional calendar days or make adjustments to the Project Schedule and related deliverables, within the existing scope of this **AGREEMENT**, upon mutual **AGREEMENT** in writing, between the Director, or his designee and **CONSULTANT**, as to the reasonableness of said additional time or adjustment.

2.4 Subject to reasonably inferable services, both the **CITY** and the **CONSULTANT** agree that additional services may be required for this project based upon additional services required by the Owner and that this **AGREEMENT** may be amended to increase the scope of work to include said additional services upon mutual **AGREEMENT** of the parties, and written notification of approval and understanding, from the **CITY** and the **CONSULTANT** as to the reasonableness of the scope of work, period of service, and fees for such additional services.

III. SCOPE OF SERVICES

3.1 The following is a list of all the documents that comprise the Scope of Services for these Projects: Each such document is attached hereto and incorporated herein for all purposes. **CONSULTANT** agrees to perform all work required by this Scope of Services.

- 3.1.1 ATTACHMENT "A" – (Scopes of Services)
- 3.1.2 ATTACHMENT "B" – (Anticipated Project Schedules)
- 3.1.3 ATTACHMENT "C" – (Consultant's Fee Proposals and DBE Participation Statements)
- 3.1.4 ATTACHMENT "D" – (Federally-Required Contract Language)

3.2 Where applicable, **CONSULTANT** shall be represented by a registered professional engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings and review meetings.

3.3 The **CONSULTANT** under this **AGREEMENT** shall provide services that constitute the practice of engineering and additional services within the meaning of Title 6 of the Texas Occupations Code.

3.4 Where applicable, all complete documents submitted for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional engineer.

IV. COORDINATION WITH THE CITY

4.1 **CONSULTANT** shall hold periodic conferences with Director, so that the Project will have full benefit of **CITY's** experience and knowledge of existing needs and be consistent with its current policies and standards. Conferences shall be scheduled as agreed to by parties. **CITY** shall make available, for **CONSULTANT's** use, all existing data in its possession relative to this Project as may be requested by **CONSULTANT** at no cost to **CONSULTANT**.

4.2 Director shall act on behalf of CITY with respect to the work performed under this AGREEMENT. He shall have complete authority to transmit instructions, receive information, and interpret and define CITY's policies and decisions with respect to materials, equipment elements and systems pertinent to CONSULTANT's services.

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

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

V. COMPENSATION

5.1 For and in consideration of the services to be rendered by CONSULTANT, CITY shall pay CONSULTANT the contract sum set forth in this Article V, Compensation. CITY may request CONSULTANT to perform an engineering study to refine the Project scope. Payment for such a study will be negotiated in accordance with Article V, Section 5.5 herein.

5.2 Nothing contained in this AGREEMENT shall require CITY to pay for any unsatisfactory work, as determined by Director, or for work that is not in compliance with the terms of this AGREEMENT, or for work that has not been performed. CITY shall not be required to make any payments to CONSULTANT at any time CONSULTANT is in default under this AGREEMENT.

5.3 BASIS FOR COMPENSATION

A. The contract sum for Consultant's base work as defined in the Scope of Services shall be Eight Hundred Fifty-one Thousand, Nine Hundred and Seventy-six Dollars and no/100s (\$851,976.00). For purposes of establishing separate budgets for separate Federally-funded projects, the following allocation of the specified fee shall apply:

1. Runway 3-21 Extension project:	(Fixed fee Lump Sum)	\$574,193.00
2. Taxiway RC Extension – Phase 2 project:	(Fixed Fee Lump Sum)	\$221,811.00
3. Airfield Pavement Repairs project:	(Fee Not to Exceed)	\$55,972.00

Further definition of the project phases and requirements is outlined in Attachment A – Scopes of Work and Attachment C – Consultant's Fee Proposals and DBE Participation Statements.

B. Partial Payments. CONSULTANT may submit invoices for partial payment prior to submittal of project deliverables as outlined below. CONSULTANT must submit a written progress report detailing work performed including actual costs for reimbursable expenses for the billing period reflected in the invoice. For Fee Not to Exceed services, time sheets will be required to support staff hours. For the lump sum services, the progress report must include a breakout of staff hours by Task, per Phase, per Project, as defined in Attachment A – Scope of Services. A partial payment may be requested in proportion to the services rendered as reflected in the report, and will be payable to the extent the amount is undisputed by the Director. Partial payments of undisputed amounts, less

retainage, shall be payable no later than thirty (30) days following approval by Director. CITY will pay the balance due for that phase upon acceptance of the phase, except as noted below. CITY shall have no more than 45 days from the date of submittal within which to review and approve or reject said phase. If no action has been taken by Director at the expiration of the 45 day review period, said phase shall be deemed approved.

1. For Construction Phase Services, Final payment will be made by the City to the Consultant upon approval of submitted Record Drawings.

C. Retainage. All partial payments for each phase of each separate project will be subject to a 10% retainage prior to acceptance of that phase by CITY.

5.4 **MODIFICATIONS** – CONSULTANT and CITY acknowledge the fact that the base fee as determined in section 5.3(A) above has been established predicated upon the total estimated costs of services to be rendered under the AGREEMENT. For additional services which are not reasonably inferable from the scope of services, compensation shall be subject to renegotiations in accordance with section 5.5 below. For services and costs which are omitted, altered, substituted, or rendered unnecessary, the city shall receive a negotiated credit.

5.5 **COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES** – CONSULTANT may be required to perform the additional services listed in 5.5(B) below, subject to appropriations having been made therefore, in connection with this AGREEMENT. Should CONSULTANT be directed in writing by Director to perform these services, compensation shall be paid by CITY to CONSULTANT as follows:

A. The basis for compensation for additional services may be in one or more of the following forms:

- (1) Rate for testimony of principals to be negotiated, or as specifically set out below:
John Bush, P.E. \$150.00/Hour.
- (2) Non-Principal - Salary cost times a multiplier of 1.3835 with a stated maximum not to be exceeded.
- (3) Principal – hourly rate set forth in 5.5(D) herein with a stated maximum not to be exceeded.
- (4) Reimbursement of non-labor expenses shall be at actual cost.
- (5) CITY directed subcontract expenses shall be reimbursed at invoice cost plus a 10% service charge.
- (6) Not to Exceed Amount or Fixed Sum per item of work to be negotiated.
- (7) Not to Exceed Amount or Fixed Sum to be negotiated.

B. Additional services include, but are not limited to the following, unless these services are already provided for in the Scope of Services attached to this contract:

- (1) Assistance to CITY as an expert witness in any litigation with third parties, arising from the development or construction of the Project including the preparation of engineering data and reports.
- (2) Site visits for ROW pin locating and/or setting for utility companies.
- (3) Review and evaluation of the effect on design requirements of the Project of any assessments, statements, or documents prepared by others.
- (4) Revising previously accepted studies, reports, design documents or AGREEMENT documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards, design criteria or orders enacted subsequent to the preparation of such studies, reports, and documents, or are due to causes beyond Consultant's control.

- (5) Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
 - (6) Additional copies of reports, drawings and specifications over the number specified in the base **AGREEMENT**.
 - (7) Detailed measurements and surveys for exploration for utilities, if required.
- C. Salary Cost - Salary cost is defined as the actual cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc. for time directly chargeable to the Project, plus customary and statutory benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation and holiday pay applicable thereto.
- 1. The amount of customary and statutory benefits of all personnel other than Principals of the Consulting Firm will be considered equal to 38.35% of salaries or wages.
- D. Principals of the Consulting Firm - For the purpose of this provision, the Principals of the Consulting Firm and their total hourly charge will be as follows, except as stated previously for testimony as expert witnesses:

<u>Principal Name</u>	<u>Hourly Charge</u>
Frank Wengler, P.E.	\$200.00
John Bush, P.E.	\$150.00

5.6 **MAXIMUM COMPENSATION FOR ADDITIONAL SERVICES** – Total cumulative costs for the additional services listed in Section 5.5 or in Article VI below shall not exceed that amount appropriated by CITY as set forth in the ordinance authorizing this **AGREEMENT**, without prior authorization of the San Antonio City Council by passage of an ordinance therefore.

5.7 **RIGHT OF AUDIT.** All amounts paid to Consultant are subject to justification and audit up to and including a period of three (3) years after the end of the calendar year in which the final invoice was submitted. In the event such audit(s) reveal any discrepancy or error, a written response to CITY's claim shall be made by **CONSULTANT** within 30 days. Any undisputed payment determined to be due to either **CITY** or **ENGINEER** shall be paid promptly by the other Party.

5.8 **CONTRACTOR'S RECORDS.** As referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in **OWNER's** judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the **OWNER** in connection with the contractor's dealings with the **OWNER** (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- A. Compliance with contract requirements for deliverables
- B. Compliance with contract provisions regarding the pricing of change orders and/or amendments
- C. Accuracy of contractor representations regarding the pricing of invoices
- D. Accuracy of contractor representations related to expenses submitted by the consultant or any of his payees.

ARTICLE VI. OWNERSHIP OF DOCUMENTS

6.1 All documents, including the original drawings, estimates, specifications, and all other documents and data previously owned by **CONSULTANT**, will remain the property of the **CONSULTANT** as instruments of service. However, it is to be understood that the **CITY** shall have free access to all such information with the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, except for the general purposes contained herein, without specific written verification or adaptation by **CONSULTANT** will be at **CITY's** sole risk and without liability or legal exposure to **CONSULTANT**.

6.2 All completed documents submitted for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional Engineer.

6.3 The **CONSULTANT** acknowledges and agrees that the **CITY** shall own exclusively 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 shall be used as the **CITY** desires and documents, including the original drawings, estimates, specifications and all other documents and data shall be delivered to the **CITY** at no additional cost to the **CITY** upon request or termination or completion of this **AGREEMENT** without restriction on future use.

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

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

6.6 The **CONSULTANT** may make copies of any and all documents and items for its files. The **CONSULTANT** 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. The **CITY** shall require that any such change or other use shall be appropriately marked to reflect what was changed or modified.

6.7 Copies of documents that may be relied upon by the **CITY** are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by the **CONSULTANT**. Files in editable

electronic media format of text, data, graphics, or other types, (such as DWG) that are furnished by the **CONSULTANT** to the **CITY** are only for convenience of the **CITY**. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

6.8 **CONSULTANT** shall provide, at no expense to **CITY**, reasonable minor revisions to any phase, whether previously approved and accepted, as may be required to satisfy the scope of services established by this **AGREEMENT**. Approval of any phase constitutes City's acceptance of the design presented. After acceptance of each phase of the Project, any revisions, additions, or modifications made at City's request which constitute a change in the Scope of Services shall be subject to additional compensation to **CONSULTANT** as agreed upon by **CITY**, subject to Article V, Section 5.6 above.

VII. TERMINATION AND/OR SUSPENSION OF WORK

7.1 For purposes of this **AGREEMENT**, termination of this **AGREEMENT** shall mean termination by expiration of the **AGREEMENT** term or earlier termination pursuant to any of the provisions hereof.

7.2 **Termination Without Cause.**

7.2.1 This **AGREEMENT** may be terminated by either party upon written notice in accordance with Article XV. Such notice must specify an effective date of termination, which shall be not less than thirty (30) calendar days after the date of receipt of the notice by the non-issuing Party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the non-issuing Party.

7.2.2 This **AGREEMENT** may be terminated by **CITY** prior to Director giving **CONSULTANT** written notice to proceed should Director, at his sole discretion, determine that it is not in **CITY**'s best interest to proceed with this **AGREEMENT**. Such notice shall be provided in accordance with Article XV, and shall be effective upon delivery by **CITY** in accordance with Article XV.

7.2.3 **CITY** shall equitably compensate **CONSULTANT** in accordance with the terms of this **AGREEMENT** for the Services properly performed prior to the effective date of termination, following inspection and acceptance of same by **CITY**. **CONSULTANT** shall not, however, be entitled to lost or anticipated profits should **CITY** choose to exercise its option to terminate. If City terminates this contract solely for convenience, City shall reimburse Consultant for expenses reasonably incurred prior to termination.

7.3 **Termination For Cause.** Upon written notice to Consultant, **CITY** may terminate this **AGREEMENT** upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this **AGREEMENT**:

7.3.1 **CONSULTANT** makes or allows to be made any material misrepresentation or provides any materially misleading information in connection with this **AGREEMENT**, including, but not limited to, **CONSULTANT**'s Interest Statement, or any covenant, obligation, term or condition contained in this **AGREEMENT**; or

7.3.2 **CONSULTANT** violates or fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this **AGREEMENT**; or

- 7.3.3 **CONSULTANT** attempts to assign this **AGREEMENT** contrary to the terms hereof; or experiences a change in ownership interest greater than thirty percent (30%), or loses control of its business entity; or
- 7.3.4 **CONSULTANT** ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this **AGREEMENT** shall continue); or if a receiver, trustee or liquidator is appointed for it or any substantial part of **CONSULTANT**'s assets or properties; or
- 7.3.5 **CONSULTANT** fails to comply in any respect with the insurance requirements set forth in this **AGREEMENT**; or
- 7.3.6 **CONSULTANT** violates any rule, regulation or law by which **CONSULTANT** is bound or shall be bound while and in performing the services required under this **AGREEMENT**.
- 7.4 **Termination By Law.** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this **AGREEMENT** shall automatically terminate as of the effective date of such prohibition.
- 7.5 **Effect of Termination.** Upon a decision to terminate by **CITY**, written notice of such shall be immediately provided to **CONSULTANT** specifying the effective date of termination, notice of which shall be given in accordance with Article XV (Notice).
- 7.5.1 Regardless of how this **AGREEMENT** is terminated, and subject to 7.5.2, **CONSULTANT** shall effect an orderly transfer to **CITY** or to such person(s) or firm(s) as the **CITY** may designate, at no additional cost to **CITY**, all completed or partially completed documents, papers, records, charts, reports prepared pursuant to the **AGREEMENT** and any other materials or information produced as a result of or pertaining to the services rendered by **CONSULTANT**, or provided to **CONSULTANT**. Any record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at **CONSULTANT**'s sole cost and expense. Payment of compensation due or to become due to **CONSULTANT** is conditioned upon delivery of all such documents.
- 7.5.2 Within ninety (90) calendar days of the effective date of completion, or termination or expiration of this **AGREEMENT**, **CONSULTANT** shall submit to **CITY** its claims, in detail, for the monies owed by **CITY** for services performed under this **AGREEMENT** through the effective date of termination. **Failure by CONSULTANT to submit its claims within said ninety (90) calendar days shall negate any liability on the part of CITY and constitute a Waiver by CONSULTANT of any and all right or claims to collect moneys that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this AGREEMENT.**
- 7.5.3 Upon the effective date of expiration or termination of this **AGREEMENT**, **CONSULTANT** shall cease all operations of work being performed by **CONSULTANT** or any of its subcontractors pursuant to this **AGREEMENT**.
- 7.5.4 **Termination not sole remedy.** In no event shall **CITY**'s action of terminating this **AGREEMENT**, whether for cause or otherwise, be deemed an election of **CITY**'s remedies, nor

shall such termination limit, in any way, at law or at equity, **CITY's** right to seek damages from or otherwise pursue **CONSULTANT** for any default hereunder or other action.

7.6 Right of **CITY** to Suspend Giving Rise to Right of **CONSULTANT** to Terminate.

7.6.1 **CITY** may suspend this **AGREEMENT** by issuing a signed, written notice of suspension (citing this paragraph) as provided in Article XV, which shall outline the reasons for the suspension and the duration of the suspension. However, it is understood and agreed by the Parties that the total number of days of suspension as reflected in said notice is not guaranteed, and in fact, may be shorter or longer. Such suspension shall take effect upon the date set forth in the notice, or if no date is set forth, immediately upon **CONSULTANT's** receipt of said notice.

7.6.2 **CONSULTANT** may terminate this **AGREEMENT** in the event such suspension exceeds one hundred and twenty (120) calendar days. **CONSULTANT** may exercise this right to terminate by issuing a signed, written notice of termination, in accordance with Article XV, Notice, (citing this paragraph) to **CITY** after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by **CITY**.

7.7 Procedures for **CONSULTANT** to follow upon Receipt of Notice of Suspension.

7.7.1 Upon receipt of written notice of suspension, **CONSULTANT** shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this **AGREEMENT** and suspend or cancel all existing orders and contracts, in such a way as to incur no further expense after the date of suspension.

7.7.2 **CONSULTANT** shall prepare a statement showing in detail the services performed under this **AGREEMENT** prior to the effective date of suspension.

7.7.3 All completed or partially completed 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 **CONSULTANT** until such time as **CONSULTANT** may exercise the right to terminate.

7.7.4 In the event that **CONSULTANT** exercises the right to terminate after the suspension date as provided by this Article, within thirty (30) calendar days after receipt by **CITY** of **CONSULTANT's** notice of termination, **CONSULTANT** shall submit the above referenced statement showing in detail the services performed under this **AGREEMENT** prior to the effective date of suspension. Nothing in this section 7.7.4 shall prevent **CONSULTANT** from submitting invoices for partial payments for work performed prior to the termination date as provided by Article V, Compensation.

7.7.5 Additionally, any documents prepared in association with this **AGREEMENT** shall be delivered to **CITY** by **CONSULTANT**, as a pre-condition to final payment, within thirty (30) calendar days after receipt by **CITY** of **CONSULTANT's** notice of termination.

7.7.6 Upon the above conditions being met, **CITY** shall pay **CONSULTANT** 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 previous payments of the fee.

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

VIII. INSURANCE REQUIREMENTS

8.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Runway 3-21 Extension, Taxiway RC Extension – Phase 2, and Airfield Pavement Repairs projects at San Antonio International Airport" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by a broker and signed by a person authorized by that insurer to issue certificates on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title 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.

8.2 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 whereupon City may incur increased risk.

8.3 Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and approved 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	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability.	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$5,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$5,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
5. Professional Liability	\$1,000,000 per claim and in the aggregate, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

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

8.5 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. If the City requests a copy (ies) of any insurance policy the Participant may prominently mark those portions of the policy it regards as confidential. In the event a third party makes an open records request under the Texas Freedom of Information Act, or other public information law, asking to view or copy the policy, the City shall submit the material to the Texas Attorney General ("AG") for an opinion regarding the release of said policy. Participant and City agree that the City will be bound by the AG opinion. Similarly, the City would respond to provide the material under a court order or a litigation discovery rule which may require or direct disclosure of the information.

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

8.6 Consultant 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide ten (10) calendar days 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.

8.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant'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.

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

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

8.10 As respects the commercial general liability and the business automobile liability coverage, it is agreed that Consultant'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.

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

IX. INDEMNIFICATION

9.1 CONSULTANT, whose work product is the subject of this AGREEMENT for engineering services, agrees to INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES HARMLESS against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including

attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONSULTANT'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

9.2 CONSULTANT shall advise CITY in writing within 24 hours of any claim or demand against CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

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

9.4 Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by the CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, subcontractors, and agents.

9.5 Pursuant to section 271.904 of the Texas Local Government Code, or its successor provisions, Consultant EXPRESSLY AGREES TO INDEMNIFY AND HOLD CITY, ITS AGENTS AND EMPLOYEES HARMLESS against any and all claims, lawsuits, judgments, liens, losses, expenses, fees, (including attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind or nature, for the personal injury, death, or property injury of Consultant or the employees of Consultant for which recovery of damages is sought that may arise while in the exercise or performance of the rights or duties under the contract.

ARTICLE X. CONSULTANT'S EXPRESS WARRANTY

The CONSULTANT warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that are typically exercised by similar consulting professionals performing similar services in Bexar County, Texas. The CONSULTANT further warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT 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, the CITY shall have the right to terminate this Agreement.

XI. ASSIGNMENT OF RIGHTS OR DUTIES

11.1 By entering into this **AGREEMENT**, **CITY** has approved the use of any subcontractors identified in **CONSULTANT's** Interest Statement. No further approval shall be needed for **CONSULTANT** to use such subcontractors as are identified in **CONSULTANT's** Interest Statement.

11.2 Except as otherwise required herein, **CONSULTANT** may not sell, assign, pledge, transfer or convey any interest in this **AGREEMENT** nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of **CITY**.

11.3 As a condition of consent, if same is given, **CONSULTANT** shall remain liable for completion of the services outlined in this **AGREEMENT** in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this **AGREEMENT** to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by **CITY** in accordance with this Article.

11.4 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this **AGREEMENT**, without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should **CONSULTANT** assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this **AGREEMENT**, **CITY** may, at its option, terminate this **AGREEMENT** in accordance with Article VII, Termination, and all rights, titles and interest of **CONSULTANT** shall thereupon cease and terminate, notwithstanding any other remedy available to **CITY** under this **AGREEMENT**. The violation of this provision by **CONSULTANT** shall in no event release **CONSULTANT** from any obligation under the terms of this **AGREEMENT**, nor shall it relieve or release **CONSULTANT** from the payment of any damages to **CITY**, which **CITY** sustains as a result of such violation.

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

XII. INDEPENDENT CONTRACTOR

12.1 **CONSULTANT** covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of **CITY**; that **CONSULTANT** shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondeat superior shall not apply as between **CITY** and **CONSULTANT**, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between **CITY** and **CONSULTANT**.

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

XIII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIV. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

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

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

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

14.4 The applicable DBE goal is 45.0% (Forty-five percent) of the total dollar value of this contract.

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

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

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

14.9 Failure or refusal by a Proposer or Consultant to comply with the DBE provisions herein or any applicable provisions of the DBE Program, either during the proposal process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part.

XV. NOTICES

Unless otherwise expressly provided elsewhere in this **AGREEMENT**, any election, notice or communication required or permitted to be given under this **AGREEMENT** shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for CITY, to:

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

If intended for CONSULTANT, to:

DMJM Aviation, Inc.
Attn: Mr. Frank Wengler, P.E. – Vice President
5757 Woodway, Suite 101W
Houston, TX 77057-1599

XVI. INTEREST IN CITY CONTRACTS PROHIBITED

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

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

XVII. SOLICITATION

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

XVIII. CONTRACT CONSTRUCTION

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

XIX. FAMILIARITY WITH LAW AND CONTRACT TERMS

CONSULTANT represents that, prior to signing this **AGREEMENT**, **CONSULTANT** has become thoroughly acquainted with all matters relating to the performance of this **AGREEMENT**, all applicable laws, and all of the terms and conditions of this **AGREEMENT**.

XX. APPLICABLE LAW

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

XXI. VENUE

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.

XXII. SEVERABILITY

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

XXIII. FORCE MAJEURE

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

XXIV. SUCCESSORS

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

XXV. NON-WAIVER OF PERFORMANCE

25.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this **AGREEMENT** shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this **AGREEMENT**, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of

this **AGREEMENT** shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of **CITY**, such changes must be approved by the San Antonio City Council.

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

XXVI. PARAGRAPH HEADINGS

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

XXVII. LEGAL AUTHORITY

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

XXVIII. INCORPORATION OF ATTACHMENTS

28.1 **CONSULTANT** understands and agrees that all attachments, including appendices thereto, referred to in this **AGREEMENT** are intended to be and hereby are incorporated herein and specifically made a part of this **AGREEMENT** for all purposes. Said attachments are as follows:

ATTACHMENT“A” – (Scopes of Services)

ATTACHMENT“B” – (Anticipated Project Schedules)

ATTACHMENT“C” – (Consultant’s Fee Proposals and DBE Participation Statements)

ATTACHMENT“D” – (Federally-Required Contract Language)

28.2 In the event of a conflict or inconsistency between any attachment and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall govern and prevail.

XXIX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

By execution of this Agreement, the undersigned authorized representative of Consultant certifies, and the City relies thereon, that neither Consultant, nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department; “Principals”, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). Consultant shall provide immediate written notice to City, in accordance the notice provisions of this Agreement, if, at any time during the term of this contract, including any renewals hereof, Consultant learns that this

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

XXX. ENTIRE AGREEMENT

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

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

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

CITY OF SAN ANTONIO

CONSULTANT

CITY MANAGER

DMJM Aviation, Inc.

SIGNATURE:

PRINTED NAME:

Jay Beratan, PE

JAY BERATAN, PE

Sr. Vice President & CAO
TITLE OF CORPORATE OFFICER

APPROVED:

CITY ATTORNEY

DATE

ATTACHMENT "A"

SCOPES OF SERVICES:

Scopes of Services for the following Projects at San Antonio International Airport:

- Runway 3-21 Extension Project
- Taxiway RC Extension – Phase 2 Project
- Airfield (Movement Area) Pavement Repairs Project

Runway 3-21 Extension Project

In general, this capacity project will include all work necessary to provide a 1000-foot extension to Runway 3-21 and Taxiway N. Relocation of other facilities located in or adjacent to the airfield that are impacted by this extension includes, but is not limited to: the perimeter road, security fencing, FAA navigational aids, utilities, and the North East Entrance Road.

As outlined in the Request for Qualifications, the project's professional services scope will be implemented in phases. The initial phase of the project, Preliminary Engineering, will include the development and evaluation of runway profile alternatives for the 1000-foot runway extension to the approach end of Runway 21. Final Design, Bid, and Construction Phase services will be based upon the accepted alternative from the Preliminary Engineering Phase. Additional Scope of Work for Resident Inspection Services will be considered in a future amendment.

I. Preliminary Engineering Phase

Preliminary Engineering Phase will essentially produce 35% Design Documents, and is defined as follows: The scope of the Project is delineated to the point where quantity and types of materials required for the project are identified, such that a detailed cost estimate can be completed, and operational impacts to Airport Operations have been identified.

Task A. General and Administration

1. Attend up to ten (10) coordination meetings with SAT/DOA – P&E personnel to provide updates on project development
2. Assist SAT/DOA – P&E with preparations for meetings with the FAA and other third-party owners (i.e. private utilities)
3. Assist SAT/DOA – P&E with preparations for meetings with Airport users on Project-related items which impact the users
4. Assist SAT/DOA – P&E on development of scope of work for agreements between COSA/DOA and the FAA and other third party owners (i.e. private utilities)
5. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s) addressing impacts
6. Assist with development of construction packaging strategy
7. Develop technical specifications for stockpile of fill material that may be available from other Airport projects
8. Conduct quality assurance reviews of all deliverables to SAT/DOA
9. Conduct submittal review meeting with SAT/DOA prior to final submittal of deliverables
10. Prepare preliminary opinion of probable construction cost
11. Prepare and submit Preliminary Engineering Report
12. Prepare list of technical specifications

Task B. Airfield – Civil Engineering

1. Prepare existing condition plan(s) of potential project area site. Existing condition plans will be based on topographic field surveys performed by DMJM Aviation, record documents provided by the SAT-DOA and other Local, State, and Federal jurisdictions. Existing condition map will show existing surface contours, utilities (wastewater, natural gas, drainage conveyances), SAT and FAA electrical and communications lines, airfield pavements, roadways, trees and other airport/airfield facilities (i.e. fences, NAVAID equipment) within the project area.
2. Develop a preliminary horizontal layout for a 1,000-ft extension to RW-3/21 and its associated parallel taxiways, TW-'N' and TW-'Q' in accordance with FAA recommendations presented in Advisory Circular 150/5300-13, latest edition, for Design Group V aircraft. Runway shall be provided with paved shoulders and a blast pad. Taxiway shall be provided with paved shoulders.
3. Evaluate the existing geometric layout for intersection of TW-'D' and TW-'Q' for compatibility of DC-10/MD-11 aircraft maneuvers. Provide recommendation on modifications to allow safe and efficient maneuvers.

4. Assess impact of runway extension on existing pavement. Identify limits of pavement required to transition from existing to proposed runway extension profile
5. Perform visual evaluation on the condition and performance of existing RW-3/21 pavement to remain. Recommend areas and method of pavement repair
6. Perform airfield pavement design in accordance with FAA AC 150/5320-6, Airport Pavement Design (latest edition)
7. Develop preliminary runway and parallel taxiway profiles in accordance with FAA AC 150/5300-13, Airport Design (latest edition). Development shall include preparation and evaluation of alternative runway profiles. Evaluation to consider compatibility with future airport development at the East Cargo complex; impacts on the existing runway, airport operations, and FAA facilities; profiles for parallel taxiways; construction duration; and construction costs
8. Develop preliminary grading design in accordance with FAA AC 150/5300-13, Airfield Design (latest edition). Development shall include preparation and evaluation of alternative grading plans. Evaluation to consider compatibility with potential future plans for airfield and airport development (i.e. RW-21 ILS, Wurzbach Parkway realignment, and East Cargo complex expansion); impact on existing facilities, Salado Creek, 100-year floodplain boundary line; construction duration, and construction costs
9. Perform FAR Part 77 analysis for the runway extension. Discuss impact on future development for the East Cargo area
10. Perform preliminary drainage design for the limits of the RW-3/21 Extension project area

Task C. Airfield – Electrical Engineering

1. Develop preliminary airfield lighting system layout including extension of the runway and taxiway edge light systems and relocation of the runway end identifier lights (REILs)
2. Develop preliminary modifications to the airfield signage for the runway extension
3. Develop preliminary airfield circuitry plan for extension of runway and taxiway electrical system
4. Perform preliminary electrical load analysis for the proposed modifications to the airfield lighting and signage circuitry. Perform electrical capacity analysis on existing system and determine if the power demands from the modified circuits exceed the available power capacity. If the results of the analysis indicate, develop preliminary plan(s) to increase the circuit capacity to accommodate the power demands for the modified circuits.
5. Evaluate the performance of the existing airfield electrical system for RW-3/21 and if determined, recommend necessary repairs and/or electrical system enhancements
6. Develop preliminary electrical plans for the relocation of the existing localizer antenna and equipment shelter to the new equipment site. Provide access road to localizer equipment
7. Develop preliminary electrical plans for the relocation of the existing Precision Approach Path Indicator (PAPI) VISAID for RW-21
8. Develop preliminary relocation plan for the existing FAA duct bank(s) on the west side of TW ‘N’ and between the end of TW-‘Q’ and the current localizer to a location beyond the proposed pavement limits
9. Evaluate condition of existing airfield light fixtures for continued service and maintenance. Evaluate photometric difference between new generation and existing light fixtures. Provide recommendation on whether existing light system should be upgraded

Task D. Navigational Aids (NAVAIDs)

1. Perform NAVAID siting analysis for 03LOC (antennal and equipment shelter); RW-21 PAPI, and future RW-21 glide slope antenna and equipment shelter
2. Develop preliminary site design for 03LOC and RW-21 PAPI
3. Analyze the impact of grading alternatives on 03LOC. Provide recommendations for grading. Perform sensitivity analysis for terrain changes in 03LOC critical area
4. Analyze and assist on proposed grading in future RW-21 glide slope critical area
5. Assess condition of existing 03LOC equipment building for continued performance
6. Perform preliminary design for addition of DME equipment at new 03LOC equipment shelter site
7. Attend four (4) technical meetings with FAA

Task E. Roadways and Utilities

1. Develop preliminary horizontal alignments for relocation of the Northeast Entrance Rd. and the airport perimeter road within the limits of the RW-3/21 Extension Project area. Northeast Entrance Rd. shall be designed in accordance with COSA roadway design criteria. Perimeter service road shall also be designed to accommodate Airport emergency response vehicles and 10,000-gallon aircraft refueling trucks (98,000 lbs.) as well as construction traffic.
2. Develop preliminary vertical profiles for realignment of the Northeast Entrance Rd. and airport perimeter road within the limits of the RW-3/21 Extension Project area. Alternative profiles shall be based on ‘like kind’ alignment based on current encroachment of the Northeast Entrance in to the Salado Creek floodplain and a vertical alignment in accordance with the COSA roadway design criteria with respect to encroachment into floodplains.
3. Develop preliminary plans for drainage structures required for the roadway crossing and to mitigate impact on 100-yr floodplain elevations.

4. Develop preliminary plans for relocation of existing utilities within the limits of the RW-3/21 Extension Project area. Utilities include a 24-in gas transmission line and a 12-inch water transmission line.
5. Assist SAT/DOA with development of agreement for relocation of gas transmission line
6. Develop preliminary alignments for the Airport security fence within the limits of the RW-3/21 Extension Project area
7. Develop preliminary construction phasing plan to maintain traffic along the Northeast Entrance Rd. and perimeter service road during construction.

Task F. Hydrology

1. Evaluate DFIRM Model of Salado Creek to determine applicability to the site
2. Modify DFIRM model as necessary to provide flow calculations nodes adjacent to project site
3. Calculate storm water runoff for the study area based on the COSA ultimate development conditions for the 100-year floodplain
4. Calculate runoff for the following FEMA storm events
 - 10-year storm event
 - 50-year storm event
 - 100-year storm event
 - 500-year storm event

Task G. Hydraulics

1. Prepare hydraulic model for existing conditions based on the COSA Ultimate development conditions
2. Prepare hydraulic model for existing conditions based on FEMA 100-year design storm discharge
3. Prepare hydraulic model for proposed conditions (with Airport Runway improvement in place) based on the COSA Ultimate Development conditions
4. Prepare hydraulic model for proposed conditions based on FEMA 100-year design storm discharge
5. Execute existing conditions hydraulic model to determine boundaries of the 100-year flood plain for the City's Ultimate Development conditions and FEMA's 100-year storm event
6. Execute proposed conditions (with proposed runway improvements in place) hydraulic model for the City's Ultimate Development conditions and FEMA's 100-year storm event to determine boundaries of the FEMA 100-year flood plain

Task H. Floodplain Revisions

1. Prepare preliminary channel modifications
2. Analyze hydraulic model based on preliminary channel revisions
3. Refine channel modifications as required by hydraulic model to reestablish the 100-year floodplain elevations
4. Prepare preliminary plan and profile for the proposed channel modifications
5. Prepare Floodplain Development permit for review and approval by COSA

Task I. Tree Preservation

1. Evaluate impact of improvements on protected trees
2. Meet with COSA Arborist to review tree preservation plan

Task J. FEMA Submittal (CLOMR)

1. Prepare application and Drainage Study, including hydrology and hydraulic models, and submit to COSA for review and approval
2. Conduct application review meeting(s) with COSA
3. Submit COSA-approved Drainage Study to FEMA
4. Conduct review meetings with FEMA for issuance of CLOMR

Task K. Environmental Permitting (*Note: The following scope of services is based on preparation of an Army Corp of Engineer's Individual Permit Application.*)

1. Prepare a Corps of Engineer Permit Application utilizing forms provided by the Corps of Engineers
2. Prepare a Vicinity Map
3. Explain the purpose of the Project and prepare description of project, including types and dimensions of drainage structures, types and quantities of discharge into waters of the U.S, construction schedule, and mitigation measures
4. Prepare map exhibits of project area identifying the extent of affected Jurisdictional Waters, proposed improvements, area of Jurisdictional Waters and Wetlands including affected acreages (if applicable), surrounding property owners, location of and extent of mitigation measures
5. Coordinate FEMA drainage study requirements with the Corps of Engineers' mitigation requirements, recommendation of changes to FEMA drainage study to accommodate mitigation requirements, and review mitigation requirements with City of San Antonio
6. Prepare wetlands mitigation area monitoring program for implementation by City of San Antonio

7. Assess requirements for Texas Commission on Environmental Quality Certification (401 Certification)
8. Incorporate Tier I certification requirements in floodplain improvement plans, if appropriate
9. Prepare Public Notice (PN) package for submittal to Corps of Engineers
10. Respond to Corps of Engineers comments on PN submittal
11. Prepare draft Final Individual Permit Package
12. Submit draft Final Individual Permit Package to City of San Antonio for review and approval
13. Revise draft Final Individual Permit Package
14. Submit Final Individual Permit Package to Corps of Engineers
15. Respond to comments from Corps of Engineers
16. Monitor Corps of Engineers permit review process and secure approval
17. Prepare Preconstruction Notice

Task L. Endangered Species and Migratory Bird

1. Conduct site reconnaissance of the RW-3/21 Extension project area and determine if there is habitat for the Black-capped vireo or the Plains Spotted Skunk and nesting habitat for migratory birds
2. Report results of the site reconnaissance and provide recommendation to mitigate impact on habitat

Task M. Topographic Surveys

1. Perform topographic land surveys for the RW-3/21 Extension Project area as shown on Attached Exhibit A. Survey to include existing grades, pavements, utilities, Airport/FAA facilities, and miscellaneous features. Surveys within the operating environment of runways and taxiways will be performed during nighttime hours.
2. Prepare map of existing conditions and provide electronic AUTOCAD files on survey results
3. Perform tree survey (in accordance with COSA UDC) within the limits of the RW-3/21 Extension Project area
4. Provide four (4) permanent GPS monuments (State Plane Coordinate System) in project area. Locations to be determined

Task N. Subsurface Investigation

1. Perform subsurface investigation in accordance with recommendations of AC 150/5320-6, Airport Pavement Design (latest edition). Estimate of 40 bores, 490 vertical feet. Work within the runway and taxiway operating environments will be performed during nighttime hours.
2. Characterize subsurface soils in accordance with physical and engineering properties
3. Perform proctor analysis and CBR testing on raw sub-grade
4. Prepare geotechnical report including findings of the investigation and recommendations for construction of embankment and foundation design for the localizer facility
5. Perform investigation of existing stockpile material located northeast of RW-21

II. Project Deliverables

A. Preliminary Engineering Phase

1. Preliminary Document Submittal (5 copies)
 - a. Draft Preliminary Engineering Report
 - b. Draft Preliminary Plans, 2 - full size
2. Final Document Submittal (5 copies)
 - a. Final Preliminary Engineering Report
 - b. Final Preliminary Plans, 2 - full size

B. Environmental Permitting

1. Preliminary Engineering Phase
 - a. Submit Preliminary Post Project Floodplain Map
 - b. Submit Floodplain Development Permit
2. 65% Design Phase
 - a. Submit CLOMR (FEMA Submittal)
 - b. Submit Jurisdictional Waters Evaluation Report
 - c. Recommendations to Design based upon Jurisdictional Waters Evaluation
 - d. Submit Individual Wetlands Permit
3. 95% Design Phase
 - a. Submit TPDES Plan for inclusion in overall project deliverable
4. Post Construction Phase
 - a. Submit LOMR

Taxiway RC Extension – Phase 2 Project

In general, this capacity project will include all work necessary to provide a 1000-foot extension to Taxiway RC. This taxiway extension to the northwest will provide additional airside access to undeveloped land along Nakoma from U.S. 281 to Jones Maltsberger in support of new tenant development.

The following scope of services includes Design, Bid, and Construction Phase Services. Additional Scope of Work for Resident Inspection Services will be considered in a future amendment.

I. Preliminary Engineering Phase

Preliminary Engineering Phase will essentially produce 35% Design Documents, and is defined as follows: The scope of the Project is delineated to the point where quantity and types of materials required for the project are identified, such that a detailed cost estimate can be completed, and operational impacts to Airport Operations have been identified.

Task A. General and Administration

1. Attend bi-weekly coordination meetings – six (6) with SAT/DOA – P&E personnel to provide updates on project development
2. Attend developer coordination meetings – two (2) with SAT/DOA
3. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s)
4. Conduct quality assurance reviews of on all deliverables to SAT/DOA
5. Conduct submittal review meeting with SAT/DOA – P&E prior to final submittal of deliverables
6. Prepare preliminary estimate of probable construction cost
7. Prepare list of technical specifications
8. Prepare and submit Preliminary Engineering Report

Task B. Airfield – Civil Engineering

1. Prepare existing condition plan(s) on project area. Existing condition plans will be based on topographic field surveys performed by DMJM Aviation, record documents provided by the SAT-DOA and other Local, State, and Federal jurisdictions. Existing condition map will show existing surface contours, utilities, SAT and FAA electrical and communications lines, airfield pavements, roadways, trees and other airport/airfield facilities within the project area.
2. Develop a preliminary horizontal layout and centerline profile for 1,000-ft. (l) X 50-ft. (w) extension to TW-‘RC’ (reference Attachment 1). Horizontal and vertical alignment to be in accordance with FAA recommendations presented in Advisory Circular 150/5300-13, latest edition, for Gulfstream V aircraft.
3. Develop preliminary profiles and grading for the taxiway system. Alternative taxiway profiles and grading should consider recommendations presented in FAA AC 150/5300-13 (latest edition), taxiway access to the future development, and embankment requirements.
4. Assess impact of the taxiway extension on existing pavement. Identify limits of existing pavement required to transition from existing to proposed pavement profile
5. Perform airfield pavement design in accordance with FAA AC 150/5320-6, Airport Pavement Design (latest edition)
6. Perform preliminary drainage design within the preliminary limits of the TW-‘RC’ extension project
7. Perform preliminary design for drainage structures

Task C. Airfield – Electrical Engineering

1. Develop preliminary airfield lighting system layout for extension of taxiway edge lighting and airfield signage systems
2. Develop preliminary airfield circuitry plan for extension of runway and taxiway electrical system
3. Perform preliminary electrical load analysis for the proposed modifications to the airfield lighting and signage circuitry. Perform electrical capacity analysis on existing system and determine if the power demands from the modified circuits exceed the available power capacity. If the results of the analysis indicate, develop preliminary plan(s) to increase the circuit capacity to accommodate the power demands for the modified circuits.

Task D. Topographic Surveys

1. Perform topographic land surveys for the TW-‘RC’ Extension Project area (Approx. 24 acres). Survey to include existing grades, pavements, utilities, Airport/FAA facilities, and miscellaneous features
2. Prepare map of existing conditions and provide electronic AUTOCAD files on survey results

Task E. Subsurface Investigation

1. Perform subsurface investigation in accordance with recommendations of AC 150/5320-6, Airport Pavement Design (latest edition). Estimate ten (10) bores, six (6) for the taxiway extension
2. Characterize subsurface soils in accordance with physical and engineering properties

3. Perform proctor analysis and CBR testing on raw sub-grade

II. Design Phase

A. 65% Design

65% Design Phase will essentially produce 65% Design Documents, and is defined as follows: Existing condition plans are completed; horizontal and vertical geometrics, including grade control, are established for pavement, drainage, and site grading; airfield lighting and circuitry plans are established; a preliminary safety plan is developed, and a project site and vicinity plan is completed.

1. Prepare general front end plan sheets (cover, index, construction quantity, general notes)
2. Prepare project layout and survey control plan
3. Prepare preliminary staging and construction safety plans (construction staging and project access, and airfield barricade plan)
4. Prepare preliminary Erosion and Sediment Control plan
5. Prepare preliminary project limits plan
6. Prepare preliminary project phasing plan
7. Prepare preliminary horizontal plan layout (coordinate based) for taxiway centerline and pavement edge
8. Prepare preliminary grading and drainage plan
9. Prepare taxiway centerline profile plan
10. Prepare pavement grading plan
11. Prepare preliminary pavement plan and detail sheet
12. Prepare preliminary airfield lighting, signage and circuitry plan utilizing station and offset
13. Prepare preliminary pavement marking plan and details
14. Attend design coordination meetings
15. Prepare preliminary technical specifications based on FAA AC 150/5370-10 (latest edition), Standards for Specifying Construction of Airports
16. Prepare preliminary Division 0 Documents
17. Prepare construction cost estimate
18. Prepare estimated construction schedule
19. Prepare and submit 65% documents
20. Conduct 65% review meeting with COSA/DOA
21. Provide coordinates for each structure on the drawings, including one pair of coordinates for each edge light, two pairs of coordinates for each guidance sign and four pairs of coordinates for each drainage structure

B. 95% Design

95% Design Phase will essentially produce 95% Design Documents, and is defined as follows: 65% Submittal Documents incorporating Owner review comments, project limits and survey control plan is established, pavement details are completed, drainage structures and details are completed, erosion and sediment control plan and details are completed, and airfield electrical details are completed.

1. Finalize general front end plan sheets (cover, index, construction quantity, general notes)
2. Finalize project layout and survey control plan
3. Prepare final staging and construction safety plans (construction staging and project access, and airfield barricade plan)
4. Prepare final Erosion and Sediment Control plan and details
5. Prepare final project limits plan
6. Prepare project phasing plan
7. Prepare final horizontal plan layout (coordinate based) for taxiway centerline and pavement edge
8. Prepare final grading and drainage plan, calculations and profiles
9. Prepare pavement grading plan
10. Prepare final pavement plan and pavement section detail sheet(s)
11. Prepare final airfield lighting, signage and circuitry plan utilizing station and offset
12. Prepare final lighting and signage and details
13. Prepare final pavement marking plan and details
14. Prepare final technical specifications based on FAA AC 150/5370-10 (latest edition)
15. Prepare final Division 0 Documents
16. Prepare construction cost estimate
17. Prepare estimated construction schedule.
18. Prepare and submit 100% documents
19. Conduct 100% review meeting with COSA/DOA
20. Address 100% review comments

21. Prepare and submit Issue For Bid documents

III. Bid Phase

- A. Distribute bid documents to prospective construction bidders
- B. Attend Pre-bid conference
- C. Prepare bid addenda and distribute
- D. Prepare Bid Tabulation and recommendation of award of contract
- E. Prepare conformed documents for Construction

IV. Construction Phase Services

- A. Attend pre-construction meeting
- B. Attend bi-weekly construction coordination meetings limited to eight (8) meetings.
- C. Review and approve submittals and shop drawings
- D. Provide clarifications and interpretations of Contract Documents
- E. Provide site visits as required for monitoring progress and discussing clarifications limited to eight (8) site visits. Provide the Owner with a field visit report after each visit indicating observations
- H. Participate in final inspection of the project and prepare and submit to a list of items needing further attention or correction (punch list) limited to one (1) site visit
- I. Review and sign contractor pay requests limited to four (4) pay requests

V. Project Deliverables

- A. Preliminary Report (35%) – 5 copies
- B. 65% Design Submittal
 - Technical Specifications – 2 copies
 - Drainage Calculations – 1 copy
 - Report of Subsurface Investigation – 4 copies
 - Plans – 1 full-size set, 5 half-size sets, 1 CD-ROM with PDF plans
 - Estimate of Probable Construction Cost
 - 65% Design – Plan Submittal to include:
 - Existing condition plans
 - Horizontal pavement geometrics
 - Vertical pavement geometric and grade control
 - Drainage and grading plan
 - Airfield lighting layout plan
 - Airfield circuitry plan
 - Preliminary Safety Plan
 - Project site and vicinity plan
- C. 95% Design Submittal
 - Front End Documents – 3 copies
 - Technical Specifications – 3 copies
 - Construction Plans – 2 full-size sets, 5 half-size sets, 1 CD-ROM with PDF plans
 - Estimate of Probable Construction Cost
 - Final Engineering Report – 3 copies
 - 95% Design – Plan Submittal to include:
 - Previously submitted 65% plans revised per COSA 65% review comments
 - Project limits and survey control plan
 - Pavement details
 - Drainage structures and details
 - Erosion and sediment control plan and details
 - Airfield electrical details
- D. Bid Submittal
 - Front End Documents – 2 copies
 - Technical Specifications – 2 copies
 - Construction Plans – 2 full-size sets, 5 half-size sets and 1 CD with PDF plans
 - Bid documents will be sealed by a Registered Professional Engineer in the State of Texas
- E. Bid Center Services
 - City CIMS Office: 1 complete full-size set, including plans and specifications

- Aviation Department: 2 complete full size sets
 - Plan Rooms: 5 full size sets. COSA to provide company names and street addresses. Consultant shall deliver one complete full-size bid package to each plan room (limited to 5 plan rooms)
 - 12 complete full-size sets of Contract documents for Contractor pick up at consultant's local office
- F. Issued for Construction Submittal
- Front End Documents – 20 copies
 - Technical Specifications – 20 copies
 - Construction Plans – 20 full-size sets, 5 half-size sets and 1 CD with PDF plans
 - Record Documents – 1 full-size set (Mylar), 1 full-size set (bond), and 1 CD with PDF and AutoCAD plans and MS Word specifications

VI. Project Schedule

In an effort for this project to be eligible for federal funding, the proposed schedule is as follows:

- A. Preliminary Report – 2 Weeks from Notice to Proceed
- B. 65% Design Submittal – 2 Weeks from approval of PER
- C. 95% Design Submittal – 2 Weeks from approval of 65% Design
- D. Bid Documents – 1 Week after approval of 95% Design
- E. Construction Phase Services – 16 weeks (estimated)

VII. Design Clarifications

It is assumed that the following items are not required to accomplish this project. The following items are not included in the proposed scope of services but may be added by San Antonio Airport System upon request.

- A. Scope of services are based on the following additional items listed below
 - One bid (add or delete) alternative
 - Storm drainage is the only anticipated utility

Airfield (Movement Area) Pavement Repairs Project

In general, this project will include all work necessary to repair depressions in the airfield movement area pavement, specifically located on Runway 12R and Taxiway R. The scope of work and project timeline is based upon an assumption that there is a relatively straight-forward engineering repair possible to remediate the pavement depressions. The project scope will be reevaluated should design investigations prove otherwise.

The following scope of work outlines design and bid services and deliverables as being separated between RW-12R and TW-R. Based upon information obtained during the design process, the work effort may be combined into a single effort and deliverables. Additional Scope of Work for Construction Phase and Resident Inspection Services will be considered in a future amendment.

Runway '12R' Pavement Repairs

- A. Preliminary Engineering Phase
 1. Review record and historic documents on RW-12R design and underground utilities in the vicinity of the depressed pavement area
 2. Attend coordination meetings two (2) with SAT/DOA – P&E personnel to provide updates on project development
 3. Conduct topographic survey along RW-12R in the depressed pavement area
 4. Conduct non-destructive testing (NDT) to evaluate the strength of pavement subbase and subgrade. Prepare a report on results of NDT
 5. Develop and evaluate pavement repair alternatives
 6. Develop construction cost estimates for pavement repair alternatives
 7. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s) addressing impacts
 8. Prepare letter report on findings, pavement repair alternatives, evaluation of alternatives, and recommended method of pavement repair
 9. Conduct quality assurance reviews of on all deliverables to SAT/DOA
 10. Submit two (2) copies of Preliminary Engineering Report
- B. Final Engineering Phase
 1. Identify limits of pavement repair

2. Develop site plan of repair area
3. Prepare repair details
4. Prepare technical specifications
5. Submit two (2) copies of 100% plans and specifications, and Estimate of Probable Construction Cost

C. Bid Phase Services

1. Bid documents will be sealed by a Registered Professional Engineer in the State of Texas
2. Bid Center Services will follow that specified under Taxiway RC Extension – Phase 2
3. Distribute bid documents to prospective construction bidders
4. Attend Pre-bid conference
5. Prepare bid addenda and distribute
6. Prepare Bid Tabulation and recommendation of award of contract
7. Prepare conformed documents for Construction

D. Construction Phase Services

1. Future negotiations

Taxiway ‘R’ Pavement Repairs

A. Preliminary Engineering Phase

1. Review record and historic documents on TW-R design, geotechnical investigations, and landfill limits in the vicinity of the depressed pavement area
2. Attend coordination meetings two (2) with SAT/DOA – P&E personnel to provide updates on project development
3. Conduct topographic survey along TW-R in vicinity of the depressed pavement area
4. Conduct non-destructive testing (NDT) to evaluate the strength of pavement subbase and subgrade. Prepare a report on results of NDT
5. Develop and evaluate pavement repair alternatives
6. Assess disposition of underlying landfill material
7. Develop construction cost estimates for pavement repair alternatives
8. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s) addressing impacts
9. Prepare letter report on findings, pavement repair alternatives, evaluation of alternatives, and recommended method of pavement repair
10. Conduct quality assurance reviews of on all deliverables to SAT/DOA
11. Submit two (2) copies of Preliminary Engineering Report

B. Final Engineering Phase

1. Identify limits of pavement repair
2. Develop site plan of repair area
3. Prepare pavement repair details
4. Design taxiway profile.
5. Prepare taxiway grade control plans.
6. Prepare pavement geometry and marking plan
7. Prepare site access and phasing/barricade plan
8. Prepare technical specifications
9. Prepare construction bid documents
10. Submit two (2) copies of interim progress plans and specifications (approx. 50% completion) and two (2) copies of 100% plan and specifications, and Estimate of Probable Construction Cost

C. Bid Phase Services

1. Bid documents will be sealed by a Registered Professional Engineer in the State of Texas
2. Bid Center Services will follow that specified under Taxiway RC Extension – Phase 2
3. Distribute bid documents to prospective construction bidders
4. Attend Pre-bid conference
5. Prepare bid addenda and distribute
6. Prepare Bid Tabulation and recommendation of award of contract
7. Prepare conformed documents for Construction

D. Construction Phase Services

1. Future negotiations

ATTACHMENT B

ANTICIPATED PROJECT SCHEDULES

Architect/Engineer Firm: **DMJM Aviation**

Project: RUNWAY 3/21 EXTENSION AT SAN ANTONIO INTERNATIONAL AIRPORT

Description	Date
NTP – Preliminary Phase	May 30, 2008
Deliver 35% Design Documents	August 25, 2008

*Remaining Design/Construction Phase Deliverables to be negotiated based upon the approved 35% Design.

Project: TAXIWAY RC EXTENSION – PHASE 2 AT SAN ANTONIO INTERNATIONAL AIRPORT

Description	Date
NTP – Design	May 30, 2008
Preliminary Report	June 13, 2008
65% Design Submittal	June 27, 2008
95% Design Submittal	July 11, 2008
Bid Documents	July 18, 2008
1st Advertisement for Bids	July 21, 2008
Open Bids	August 20, 2008
Award Construction Contract	October 2008
NTP – Construction	November 2008
Construction Duration	120 Calendar Days, weather permitting
Anticipated Completion	March 2009, weather permitting

Project: AIRFIELD PAVEMENT REPAIRS AT SAN ANTONIO INTERNATIONAL AIRPORT

Description	Date
NTP – Design	May 30, 2008
1st Advertisement for Bids	July 21, 2008
Open Bids	August 20, 2008
Award Construction Contract	October 2008
NTP – Construction	November 2008
Construction Duration	TBD
Anticipated Completion	TBD

ATTACHMENT C

CONSULTANT'S FEE PROPOSAL AND DBE PARTICIPATION STATEMENT FROM CONSULTANT'S INTEREST STATEMENT

SECTION 1 – Basis of Compensation

The total fee for all basic and reasonably inferable services defined by this contract is the amount of \$851,976.00 and it is agreed and understood that this amount will constitute full compensation to the Consultant for these services. This amount has been approved and appropriated by the San Antonio City Council for expenditure under this contract. Unless and until the City sees fit to make further appropriations, the obligation of the City to the Consultant for a Total Fee for all basic and reasonably inferable services and approved allowances in connection with this **AGREEMENT** cannot and will not exceed the sum of \$851,976.00 without further amendment to this contract.

For the purpose of establishing fees for separate tasks, the following allocations of the scheduled fees apply for each project listed. Authority to reallocate fees between tasks and budgets is granted under Section 2.2 of the Professional Services Agreement.

Runway 3-21 Extension (Lump Sum)

Preliminary	\$ 436,961.00
Design	\$ 0.00
Bid	\$ 0.00
Construction	\$ 0.00
Environmental Permitting	\$ <u>137,232.00</u>
Total	\$ 574,193.00

Taxiway RC Extension – Phase 2 (Lump Sum)

Preliminary	\$ 58,449.00
Design	\$ 82,404.00
Bid	\$ 18,952.00
Construction	\$ <u>62,006.00</u>
Total	\$ 221,811.00

Airfield Pavement Repairs (Fee Not to Exceed)

Preliminary	\$ 38,074.00
Design	\$ 14,089.00
Bid	\$ 3,809.00
Construction	\$ <u>0.00</u>
Total	\$ 55,972.00

The Consultant's Commitment to DBE Participation is included in the attached Consultant Scope and Fee Proposal documentation.

ATTACHMENT D

FEDERALLY-REQUIRED CONTRACT LANGUAGE

CIVIL RIGHTS ACT OF 1964, TITLE VI

During the performance of this **AGREEMENT**, **CONSULTANT**, for itself, its assignees and successors in interest (hereinafter, collectively, "**CONSULTANT**") agrees as follows:

- A. Compliance with Regulations. **CONSULTANT** shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations ("CFR") Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by this reference and made a part of this **AGREEMENT**.
- B. Nondiscrimination. The **CONSULTANT**, with regard to the work hereunder, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **CONSULTANT** shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the **AGREEMENT** covers a program set forth in "Appendix B" of the Regulations.
- C. Solicitations for subcontracts, including procurements of materials and equipment. In all **CONSULTANT**'s solicitations, either by competitive bidding or negotiation, made for work to be performed under a sub-contract, including procurements of materials or leases of equipment, shall include a notification, to each potential subcontractor or supplier, of **CONSULTANT**'s obligations hereunder, and the Regulations regarding nondiscrimination on the grounds of race, color or national origin.
- D. Information and Reports. **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit reasonable access to its books, records, accounts and other sources of information and its facilities as may be determined by the City or by the FAA to be pertinent, to ascertain compliance with such Regulations, orders, and instructions. Where any information required of **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, **CONSULTANT** shall so certify to City or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the **CONSULTANT**'s material noncompliance with the nondiscrimination provisions of this **AGREEMENT**, such noncompliance shall constitute a breach of this **AGREEMENT** and after notification by City of said noncompliance, which is not cured within sixty (60) calendar days following receipt of such notice by **CONSULTANT**, City may impose such **AGREEMENT** sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the **CONSULTANT** under the **AGREEMENT** until the **CONSULTANT** complies; and/or
 - 2. Cancellation, termination, or suspension of the **AGREEMENT**, in whole or in part.
- F. Incorporation of Provisions. **CONSULTANT** shall include the provisions of Paragraphs A through E above, in every subcontract pertaining to this **AGREEMENT**, including procurements of materials and leases of equipment issued pursuant thereto, unless exempt by the regulations or directives issued pursuant

thereto. **CONSULTANT** shall take such action with respect to any subcontract or procurement, as the **CITY** or the **FAA** may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, **CONSULTANT** may request the **CITY** to enter into such litigation to protect the interests of the **CITY**. Additionally, **CONSULTANT** may request the U.S. to enter into such litigation to protect the interests of same.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 49 CFR Part 20, Appendix A

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS 49 CFR Part 18.36(i) FAA Order 5100.38

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The

Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS
49 CFR Part 18.36(i)(8)
FAA Order 5100.38

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

TRADE RESTRICTION CLAUSE
49 CFR Part 30.13
FAA Order 5100.38

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

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

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

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

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

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

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party to the discretionary contract:**

Vickrey & Associates, Inc.

(2) Identify any individual or business entity which is a **partner, parent or **subsidiary** business entity, of any individual or business entity identified above in Box (1):**

X - No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor on the discretionary contract.**

X - No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.**

X - No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

City of San Antonio Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Officers & Owners of entity listed in Box 1	Hardberger	\$2000	9/06
"	Perez	\$500	9/06
"	Haas	\$500	9/06
"	Perez	\$500	11/05
"	Williams	\$100	7/05
"	Hardberger	\$500	5/05
"	Wolf	\$200	4/05
"	Hall	\$500	4/05

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:  Brenda Vickrey Johnson	Title: President Company or D/B/A: Vickrey & Associates, Inc.	Date: 02/07/2007
---	---	------------------

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a party to the discretionary contract:
Pape-Dawson Engineers, Inc.
(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):
<input checked="" type="checkbox"/> No partner, parent or subsidiary; or List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
<input checked="" type="checkbox"/> No subcontractor(s); or List subcontractors:

(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
<input checked="" type="checkbox"/> No lobbyist or public relations firm employed; or List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
See attachment			

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:



Wayne Brasington, CPA

Title: Chief Financial Officer

Company or D/B/A:

Pape-Dawson Engineers, Inc.

Date: March 6, 2007

February 15, 2007



**DISCRETIONARY CONTRACT ETHICS STATEMENT
PAPE-DAWSON ENGINEERS, INC.**

Political contributions of more than \$100 made during the previous twenty-four months to Council members, candidates and political action committees.

Eugene H. Dawson

May 2005	Phil Hardberger	\$1,000
January 2006	Phil Hardberger	\$1,000
July 2006	Phil Hardberger	\$1,000

Eugene H. Dawson, Jr.

February 2005	Kevin A. Wolff	\$250
March 2005	Roger Flores	\$250
May 2005	Phil Hardberger	\$1,000
July 2005	Richard Perez	\$500
September 2005	Kevin A. Wolff	\$250
January 2006	Phil Hardberger	\$1,000
April 2006	Delicia Herrera	\$500
July 2006	Phil Hardberger	\$1,000
August 2006	Sheila McNeil	\$500
August 2006	Chip Haass	\$500
January 2007	Roland Gutierrez	\$250
January 2007	Mary Alice Cisneros	\$250
February 2007	Justin Rodriguez	\$300
February 2007	John Clamp	\$500

Samuel G. Dawson

March 2005	Roger Flores	\$250
April 2005	Art Hall	\$250
April 2005	Roger Flores	\$200
May 2005	Phil Hardberger	\$1,000
July 2005	Sheila McNeil	\$200
Sept 2005	Kevin A. Wolff	\$250
Sept 2005	Richard Perez	\$250
Nov 2005	Chip Haass	\$300
Dec 2005	Phil Hardberger	\$1,000
June 2006	Roger Flores	\$250
July 2006	Kevin A. Wolff	\$500
July 2006	Phil Hardberger	\$1,000
August 2006	Sheila McNeil	\$250
January 2007	Roland Gutierrez	\$250
January 2007	Mary Alice Cisneros	\$250

Samuel G. Dawson, Con't.

February 2007	Justin Rodriguez	\$300
February 2007	John Clamp	\$500
February 2007	Sheila McNeil	\$250

Officers

Various	Candidates and Previous Council not holding office	\$4,650
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Pape-Dawson Engineers, Inc.



Wayne Brasington
Chief Financial Officer

CITY OF SAN ANTONIO
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity ¹ that is a party to the discretionary contract:
K.M. Ng & Associates, Inc.

(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):
<input checked="" type="checkbox"/> No partner, parent or subsidiary; or List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
<input checked="" type="checkbox"/> No subcontractor(s); or List subcontractors:

(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
<input checked="" type="checkbox"/> No lobbyist or public relations firm employed; or List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
<u>K.M. Ng & Associates, Inc.</u>	Foundation for the Future (Proposed 2007 Bond Issue)	\$1,000.00	1/2007

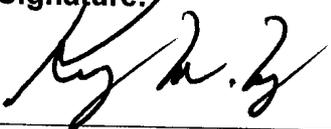
(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: Company: K.M. Ng & Associates, Inc.	Date: February 23, 2007
---	---	----------------------------

City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

No subcontractor(s); or

List subcontractors: FOSTER CM GROUP, INC.

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Paul W. Foster	Richard Perez	\$125	02/2005
	Joel Williams	\$100	03/2005
	Julian Castro	\$100	03/2005
	Art Hall	\$100	03/2005
	Roger Flores	\$250	03/2005
	Julian Castro	\$350	04/2005
	Julian Castro	\$350	04/2005
	Art Hall	\$100	06/2005
	Phil Hardberger	\$250	06/2005
	Phil Hardberger	\$50	06/2005
	Delia Herrera	\$250	12/2006

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:



Title:

President

Company or D/B/A:
Foster CM Group, Inc.

Date:

January 18, 2007

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a party to the discretionary contract:
Arias & Associates, Inc.
(2) Identify any individual or business entity which is a <i>partner, parent</i> or <i>subsidiary</i> business entity, of any individual or business entity identified above in Box (1):
<input checked="" type="checkbox"/> No partner, parent or subsidiary; <i>or</i> List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Identify any individual or business entity that would be a <i>subcontractor</i> on the discretionary contract.
<input checked="" type="checkbox"/> No subcontractor(s); <i>or</i> List subcontractors:
(4) Identify any <i>lobbyist</i> or <i>public relations firm</i> employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
<input checked="" type="checkbox"/> No lobbyist or public relations firm employed; <i>or</i> List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Robert P. Arias, P.E.	Friends of Nelson W. Wolfe	\$ 500.00	3/2005
Robert P. Arias, P.E.	Carol Schubert	\$1000.00	3/2005
Robert P. Arias, P.E.	Castro for Mayor Campaign	\$1000.00	4/2005
Robert P. Arias, P.E.	Lyle Larson Campaign	\$1000.00	8/2006

(6) Disclosures in Proposals

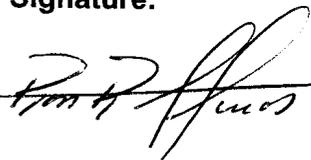
Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:



Title:
Chief Operations Officer

Company or D/B/A:
Arias & Associates, Inc.

Date:
February 27, 2007

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a party to the discretionary contract:
DMJM Aviation, Inc.
(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):
<input type="checkbox"/> No partner, parent or subsidiary; or List partner, parent or subsidiary of each party to the contract and identify the corresponding party: AECOM Technology
(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
<input type="checkbox"/> No subcontractor(s); or List subcontractors: Foster CM Group, Inc. K.M. Ng and Associates Arias & Associates, Inc. Pape-Dawson Engineers Vickrey & Associates, Inc.
(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
<input checked="" type="checkbox"/> No lobbyist or public relations firm employed; or List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

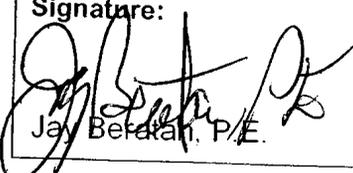
(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:  Jay Beratan, P.E.	Title: Sr. Vice President & CAO Company or D/B/A: DMJM Aviation, Inc.	Date: 02/26/07
---	--	-----------------------

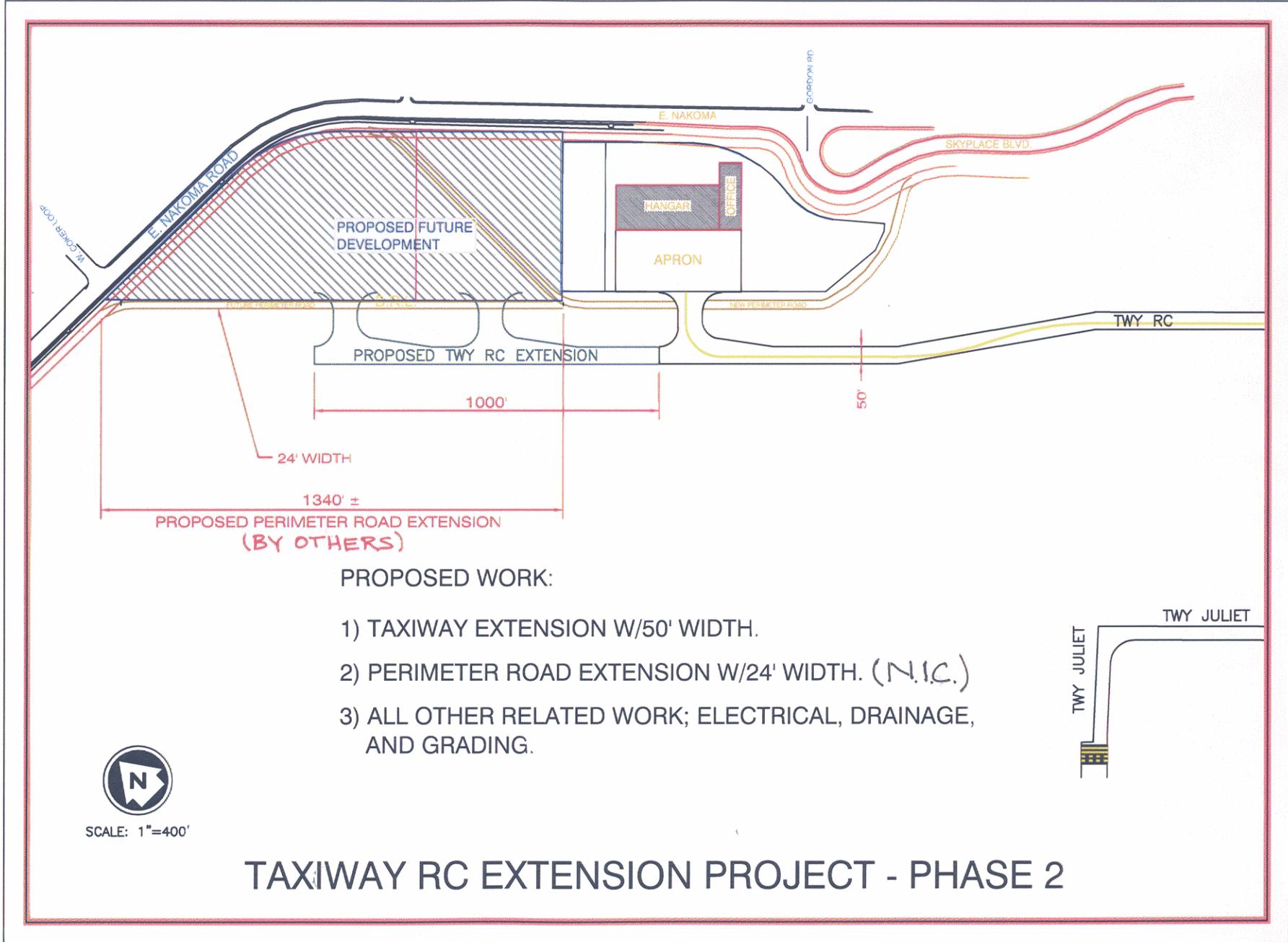
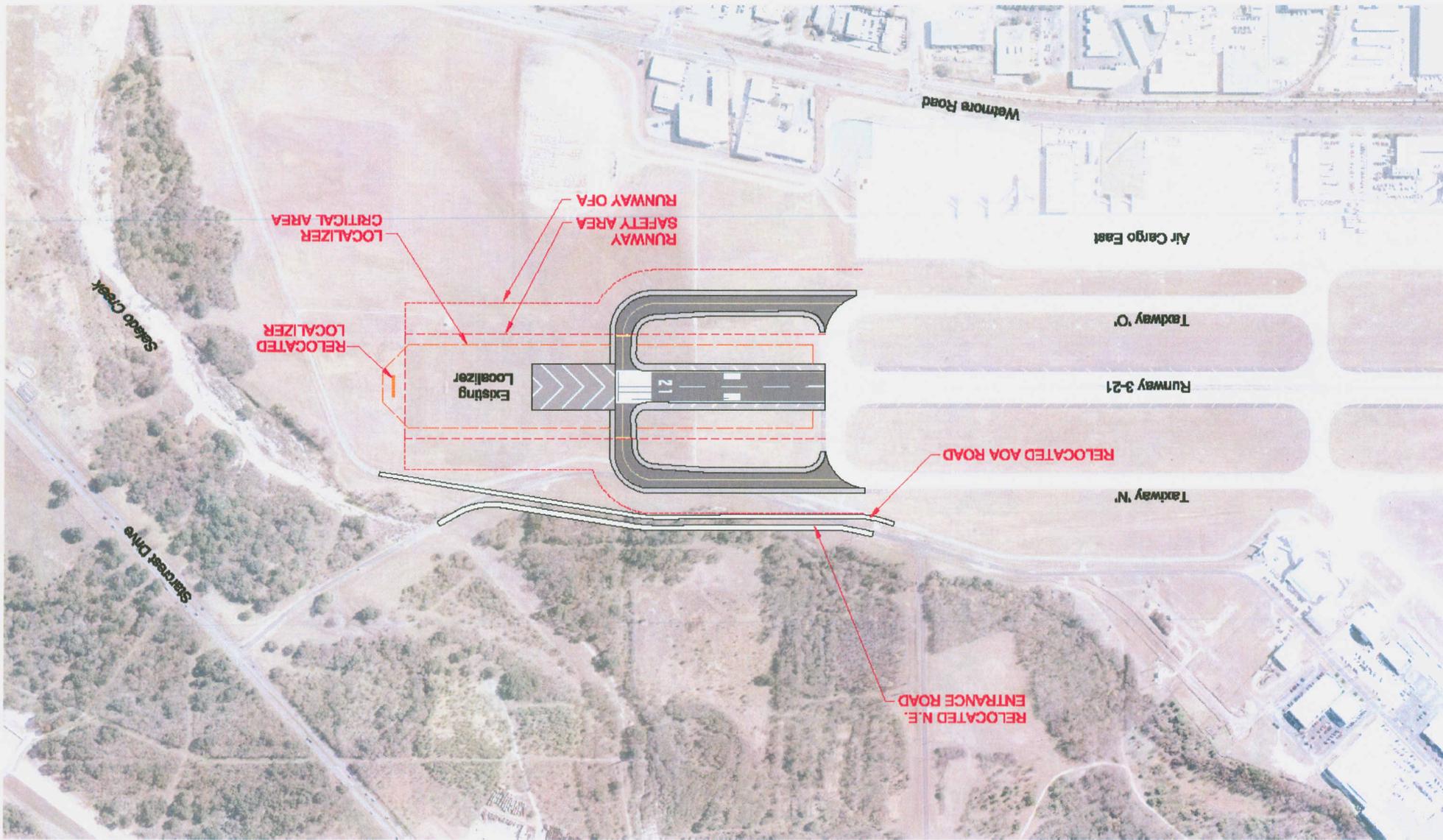


Exhibit 1. Proposed Runway 21 Extension Concept



Project: Runway 3/21 Extension
 Project Amount: \$851,976
 Prime Contractor: DMJM AVIATION, INC
 Type of Contract: Professional Services

GOOD FAITH EFFORT PLAN

NAME	STATUS	AMOUNT	DBE	SBE	MBE	WBE	AABE	VBE	CERT.
DMJM Aviation	Prime	\$348,407							
Arias & Associates	Geotechnical	\$48,050	\$48,050	\$48,050	\$48,050				DBE,SBE,MBE
Vickrey & Associates	Topo Survey	\$218,492	\$218,492	\$218,492		\$218,492			DBE,SBE,WBE
K.M. Ng Associates	Electr Design	\$45,644	\$45,644	\$45,644	\$45,644				DBE,SBE,MBE,V
Pape-Dawson	Permitting	\$129,749						\$45,644	BE
HVJ & Associates	Pavement Test	\$9,642	\$9,642	\$9,642	\$9,642		\$9,642		AABE,DBE,SBE
Foster CM Group	Inspection Svc	TBD	TBD	TBD	TBD		TBD		DBE,AABE,MBE
	Expenses	\$51,992							SBE *
TOTALS		\$851,976	\$321,828	\$321,828	\$103,336	\$218,492	\$9,642	\$45,644	
			38%	38%	12%	26%	1%	5%	

The total amount above reflects the \$51,992 which is the total amount earmarked for expenses.

* Foster CM Group will provide on site inspection services throughout the construction of this project. Fees will be negotiated at that time. It is anticipated the percentage will be at least 8%.

Score Summary - RFQ for Runway 3/21 Extension

	Maximum Points	CH2M HILL	Chiang, Patel & Yerby	Claunch & Miller	DMJM Aviation	Freese & Nichols	URS
A - Respondent Qualifications	20	16.5	14.7	13.1	17.4	16.3	16.0
B - Respondent Experience	20	16.8	14.4	13.5	17.7	15.7	16.5
C - Respondent Quality of Service	20	16.3	14.8	15.0	17.3	15.5	15.5
D - Respondent Previous Project Performance	20	16.2	14.5	13.6	17.6	15.5	14.6
Sub-Total	80	65.8	58.4	55.2	70	63	62.6
E - Business Diversity Plan	5	4.00	4.00	3.00	5.00	5.00	5.00
E - Meet DBE Goal	10	0.00	10.00	0.00	10.00	0.00	10.00
E - Exceed DBE Goal	5	0.00	5.00	0.00	4.95	0.00	4.90
TOTAL SCORE	100	69.80	77.40	58.20	89.95	68.00	82.50
Rank:		4	3	6	1	5	2

Attachment III – Project and Scope Descriptions

Runway 3/21 Extension Project

In general, this capacity project will include all work necessary to provide a 1,000-foot extension to the northeast to both Runway 3-21 and Taxiway N. Relocation of other facilities located in or adjacent to the airfield that are impacted by this extension includes, but is not limited to: the airfield security perimeter road, security fencing, FAA navigational aids, utilities, and the Northeast Entrance Road. Upon completion, the extension will bring the runway's total length to 8,505 feet. This will provide sufficient runway length to accommodate current and foreseeable future runway requirements for certain aircraft operations during periods of high temperature. See attached Exhibit 1 – Proposed Runway 21 Extension Concept.

As outlined in the Request for Qualifications, the project's professional services scope will be implemented in phases. The initial phase of the project, Preliminary Engineering, will include the development and evaluation of runway profile alternatives for the 1,000-foot runway extension to the approach end of Runway 21. Additional scope to be performed during this phase includes geotechnical investigations, topographic surveying, the evaluation of impacts to navigational aids, airfield electrical systems and guidance signs, drainage, pavement design, and endangered species and migratory birds, and the realignment of airfield security perimeter road and Northeast Entrance Road.

As the necessary relocation of the airfield security perimeter and Northeast Entrance Roads will be within the Salado Creek Basin and within the FEMA 100-year flood plain, the Preliminary Engineering phase also includes the complete services for all engineering studies, coordination, and permitting for the full project development.

An amendment to the professional services agreement for Final Design, Bid, and Construction Phase services will be based upon the accepted alternative from the Preliminary Engineering Phase and brought forward for Council consideration at a future date. Additional Scope of Work for Resident Inspection Services will also be considered in a future amendment.

This Ordinance includes authorizing Preliminary Engineering services for the Runway 3/21 Extension project in the amount of \$574,193.00. It also includes authorizing \$57,420.00 for contingency expenses and \$10,000.00 for administrative expenses, for a total project appropriation of \$641,613.00, and establishes the budget.

Taxiway RC Extension – Phase 2 Project

In general, this capacity project will include all work necessary to provide an extension to the current Taxiway RC by approximately 1,000 feet. This taxiway extension to the northwest will provide additional airside access to undeveloped land along Nakoma from U.S. 281 to Jones Maltsberger in support of new tenant development. See attached Exhibit 2 – Taxiway RC Extension Project – Phase 2.

The project's professional services scope includes Design, Bid, and Construction Phase Services. Design services include geotechnical investigations, topographic surveying, establishing the

taxiway centerline profile, pavement design, grading and drainage, taxiway edge lighting, airfield guidance signage, and construction phasing for the extension as well as two taxiway connectors. Additional Scope of Work for Resident Inspection Services will be considered in a future amendment.

In anticipation of federal funding in support of the construction of this project, the design will be accomplished on an accelerated schedule, targeting an early August 2008 bid opening. In order to request and receive FAA AIP Grant funding for construction, the grant application must be based on actual construction bids.

This Ordinance includes authorizing Design and Construction services for the Taxiway RC Extension – Phase 2 project in the amount of \$221,811.00. This Ordinance appropriates \$90,000.00 as the City’s Matching Share (25%) to the previously appropriated FAA AIP Grant for a total project authorization of \$360,000.00. It also authorizes \$22,182.00 for contingency expenses, \$10,000.00 for administrative expenses, and authorizes the transfer of budget in the amount of \$163,993.00 from Unallocated Appropriations to support these expenses, and amends the budget.

Airfield Pavement Repairs Project

In general, this project will include all work necessary to repair depressions in the airfield movement area pavement, specifically located on Runway 12R and Taxiway R. Recent inspections of the airfield identified slight variations in the centerline profile of these two aircraft movement area pavement surfaces. While the variations are within FAA safety standards and have negligible impacts to the larger, commercial aircraft, the pavement variations have a larger impact on smaller general aviation aircraft and corporate jets and have a potential to affect their safe navigation. This project continues the Department’s proactive approach to safety.

The project’s professional services scope includes Design and Bid phase services. Design services include non destructive testing of the pavement, topographic surveying, and design of an appropriate pavement repair. The scopes of work and project timeline are currently based upon initial analyses that indicate a relatively straight-forward engineering repair is possible to remediate the pavement depressions. The scope of services will be reevaluated should design investigations prove otherwise. Additional Scope of Work for Construction Phase and Resident Inspection Services will be considered in a future amendment.

This Ordinance includes authorizing Design services for the Airfield Pavement Repairs project in the not-to-exceed amount of \$55,972.00 to evaluate pavement depressions on Runway 12R and Taxiway R and design an appropriate rehabilitation to the pavement. It also includes authorizing \$5,600.00 for contingency expenses, \$6,000.00 for administrative expenses, and \$32,428.00 in Unallocated Appropriations for future project use, for a total project appropriation of \$100,000.00, and establishes the budget.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES**

STATE OF TEXAS

COUNTY OF BEXAR

This AGREEMENT is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY" or "Owner"), a Texas Municipal Corporation acting by and through its City Manager, pursuant to Ordinance No. _____, passed and approved on the _____ day of _____ 2008, and DMJM Aviation, Inc., (hereinafter referred to as "CONSULTANT"), by and through its designated officer (s) pursuant to its By-Laws or a resolution of its Board of Directors, both of which may be referred to herein collectively as the "PARTIES".

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

I. DEFINITIONS

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

1.1 "Director" means the director of CITY's Aviation Department, as the designated representative of the Department of Public Works, or the Aviation Director's designated project manager as identified by the Notice to Proceed.

1.2 "Project" means the capital improvement/construction development undertaking of CITY for which CONSULTANT's professional services, as stated in the Scope of Services, are to be provided pursuant to this AGREEMENT.

1.3 "Ab Initio" means from the beginning; from the first act; from the inception. *See Black's Law Dictionary, 5th Ed., © 1983.*

1.4 "Respondeat Superior" means let the master answer. This maxim means that a master is liable in certain cases for the wrongful acts of his servant, and a principal for those of his agent. *See Black's Law Dictionary, 5th Ed., © 1983*

1.5 "Scope of Services, Scope of Work, and Scope" all include, but are not limited to, all the phases of design and construction as set out more particularly in the attachments to this contract, and any other services reasonably inferable from the RFP, Consultant's proposal and the contract documents. The term "reasonably inferable" takes into consideration the understanding of the parties that some details necessary for completion of the services may not be included in the RFP, Consultant's proposal or contract documents, but they are a requirement of this contract if they are usual and customary components of the services or otherwise necessary to complete all phases of engineering described in the RFP, Consultant's proposal, or the contract documents.

II. PERIOD OF SERVICE AND AMENDMENTS

2.1 The term of this AGREEMENT shall commence on the eleventh (11th) calendar day after it is approved by the San Antonio City Council or upon execution by both parties, whichever date is later, and shall remain in force

for the period of three (3) years, or substantial completion, whichever comes first, hereinafter referred to as the "initial term." As the enabling Ordinance provides the CITY shall retain an option to renew this AGREEMENT for two additional one (1) year periods, hereinafter referred to as the "renewal periods."

2.2 Director's Authority to Amend. In the event such options are exercised and any material provision of the AGREEMENT is modified, such amendment may be executed by the Director, if the dollar amount of the amendment does not increase the contract sum by more than \$50,000.00, subject to appropriation of funds. If the dollar amount of the amendment increases the Contract value by greater than \$50,000.00, then the amendment must be approved by the City Council in the form of an Ordinance. Director may reallocate appropriated and budgeted funds within projects and between projects.

2.3 The CITY may authorize additional calendar days or make adjustments to the Project Schedule and related deliverables, within the existing scope of this AGREEMENT, upon mutual AGREEMENT in writing, between the Director, or his designee and CONSULTANT, as to the reasonableness of said additional time or adjustment.

2.4 Subject to reasonably inferable services, both the CITY and the CONSULTANT agree that additional services may be required for this project based upon additional services required by the Owner and that this AGREEMENT may be amended to increase the scope of work to include said additional services upon mutual AGREEMENT of the parties, and written notification of approval and understanding, from the CITY and the CONSULTANT as to the reasonableness of the scope of work, period of service, and fees for such additional services.

III. SCOPE OF SERVICES

3.1 The following is a list of all the documents that comprise the Scope of Services for these Projects: Each such document is attached hereto and incorporated herein for all purposes. CONSULTANT agrees to perform all work required by this Scope of Services.

- 3.1.1 ATTACHMENT "A" – (Scopes of Services)
- 3.1.2 ATTACHMENT "B" – (Anticipated Project Schedules)
- 3.1.3 ATTACHMENT "C" – (Consultant's Fee Proposals and DBE Participation Statements)
- 3.1.4 ATTACHMENT "D" – (Federally-Required Contract Language)

3.2 Where applicable, CONSULTANT shall be represented by a registered professional engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings and review meetings.

3.3 The CONSULTANT under this AGREEMENT shall provide services that constitute the practice of engineering and additional services within the meaning of Title 6 of the Texas Occupations Code.

3.4 Where applicable, all complete documents submitted for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional engineer.

IV. COORDINATION WITH THE CITY

4.1 CONSULTANT shall hold periodic conferences with Director, so that the Project will have full benefit of CITY's experience and knowledge of existing needs and be consistent with its current policies and standards. Conferences shall be scheduled as agreed to by parties. CITY shall make available, for CONSULTANT's use, all existing data in its possession relative to this Project as may be requested by CONSULTANT at no cost to CONSULTANT.

4.2 Director shall act on behalf of CITY with respect to the work performed under this AGREEMENT. He shall have complete authority to transmit instructions, receive information, and interpret and define CITY's policies and decisions with respect to materials, equipment elements and systems pertinent to CONSULTANT's services.

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

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

V. COMPENSATION

5.1 For and in consideration of the services to be rendered by CONSULTANT, CITY shall pay CONSULTANT the contract sum set forth in this Article V, Compensation. CITY may request CONSULTANT to perform an engineering study to refine the Project scope. Payment for such a study will be negotiated in accordance with Article V, Section 5.5 herein.

5.2 Nothing contained in this AGREEMENT shall require CITY to pay for any unsatisfactory work, as determined by Director, or for work that is not in compliance with the terms of this AGREEMENT, or for work that has not been performed. CITY shall not be required to make any payments to CONSULTANT at any time CONSULTANT is in default under this AGREEMENT.

5.3 BASIS FOR COMPENSATION

A. The contract sum for Consultant's base work as defined in the Scope of Services shall be Eight Hundred Fifty-one Thousand, Nine Hundred and Seventy-six Dollars and no/100s (\$851,976.00). For purposes of establishing separate budgets for separate Federally-funded projects, the following allocation of the specified fee shall apply:

1. Runway 3-21 Extension project:	(Fixed fee Lump Sum)	\$574,193.00
2. Taxiway RC Extension – Phase 2 project:	(Fixed Fee Lump Sum)	\$221,811.00
3. Airfield Pavement Repairs project:	(Fee Not to Exceed)	\$55,972.00

Further definition of the project phases and requirements is outlined in Attachment A – Scopes of Work and Attachment C – Consultant's Fee Proposals and DBE Participation Statements.

B. Partial Payments. CONSULTANT may submit invoices for partial payment prior to submittal of project deliverables as outlined below. CONSULTANT must submit a written progress report detailing work performed including actual costs for reimbursable expenses for the billing period reflected in the invoice. For Fee Not to Exceed services, time sheets will be required to support staff hours. For the lump sum services, the progress report must include a breakout of staff hours by Task, per Phase, per Project, as defined in Attachment A – Scope of Services. A partial payment may be requested in proportion to the services rendered as reflected in the report, and will be payable to the extent the amount is undisputed by the Director. Partial payments of undisputed amounts, less

retainage, shall be payable no later than thirty (30) days following approval by Director. CITY will pay the balance due for that phase upon acceptance of the phase, except as noted below. CITY shall have no more than 45 days from the date of submittal within which to review and approve or reject said phase. If no action has been taken by Director at the expiration of the 45 day review period, said phase shall be deemed approved.

1. For Construction Phase Services, Final payment will be made by the City to the Consultant upon approval of submitted Record Drawings.

C. Retainage. All partial payments for each phase of each separate project will be subject to a 10% retainage prior to acceptance of that phase by CITY.

5.4 **MODIFICATIONS** – CONSULTANT and CITY acknowledge the fact that the base fee as determined in section 5.3(A) above has been established predicated upon the total estimated costs of services to be rendered under the AGREEMENT. For additional services which are not reasonably inferable from the scope of services, compensation shall be subject to renegotiations in accordance with section 5.5 below. For services and costs which are omitted, altered, substituted, or rendered unnecessary, the city shall receive a negotiated credit.

5.5 **COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES** – CONSULTANT may be required to perform the additional services listed in 5.5(B) below, subject to appropriations having been made therefore, in connection with this AGREEMENT. Should CONSULTANT be directed in writing by Director to perform these services, compensation shall be paid by CITY to CONSULTANT as follows:

- A. The basis for compensation for additional services may be in one or more of the following forms:
 - (1) Rate for testimony of principals to be negotiated, or as specifically set out below:
John Bush, P.E. \$150.00/Hour.
 - (2) Non-Principal - Salary cost times a multiplier of 1.3835 with a stated maximum not to be exceeded.
 - (3) Principal – hourly rate set forth in 5.5(D) herein with a stated maximum not to be exceeded.
 - (4) Reimbursement of non-labor expenses shall be at actual cost.
 - (5) CITY directed subcontract expenses shall be reimbursed at invoice cost plus a 10% service charge.
 - (6) Not to Exceed Amount or Fixed Sum per item of work to be negotiated.
 - (7) Not to Exceed Amount or Fixed Sum to be negotiated.
- B. Additional services include, but are not limited to the following, unless these services are already provided for in the Scope of Services attached to this contract:
 - (1) Assistance to CITY as an expert witness in any litigation with third parties, arising from the development or construction of the Project including the preparation of engineering data and reports.
 - (2) Site visits for ROW pin locating and/or setting for utility companies.
 - (3) Review and evaluation of the effect on design requirements of the Project of any assessments, statements, or documents prepared by others.
 - (4) Revising previously accepted studies, reports, design documents or AGREEMENT documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards, design criteria or orders enacted subsequent to the preparation of such studies, reports, and documents, or are due to causes beyond Consultant's control.

- (5) Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
- (6) Additional copies of reports, drawings and specifications over the number specified in the base **AGREEMENT**.
- (7) Detailed measurements and surveys for exploration for utilities, if required.

C. **Salary Cost** - Salary cost is defined as the actual cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc. for time directly chargeable to the Project, plus customary and statutory benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation and holiday pay applicable thereto.

- 1. The amount of customary and statutory benefits of all personnel other than Principals of the Consulting Firm will be considered equal to 38.35% of salaries or wages.

D. **Principals of the Consulting Firm** - For the purpose of this provision, the Principals of the Consulting Firm and their total hourly charge will be as follows, except as stated previously for testimony as expert witnesses:

<u>Principal Name</u>	<u>Hourly Charge</u>
Frank Wengler, P.E.	\$200.00
John Bush, P.E.	\$150.00

5.6 **MAXIMUM COMPENSATION FOR ADDITIONAL SERVICES** – Total cumulative costs for the additional services listed in Section 5.5 or in Article VI below shall not exceed that amount appropriated by CITY as set forth in the ordinance authorizing this **AGREEMENT**, without prior authorization of the San Antonio City Council by passage of an ordinance therefore.

5.7 **RIGHT OF AUDIT.** All amounts paid to Consultant are subject to justification and audit up to and including a period of three (3) years after the end of the calendar year in which the final invoice was submitted. In the event such audit(s) reveal any discrepancy or error, a written response to CITY's claim shall be made by **CONSULTANT** within 30 days. Any undisputed payment determined to be due to either CITY or **ENGINEER** shall be paid promptly by the other Party.

5.8 **CONTRACTOR'S RECORDS.** As referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in **OWNER's** judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the **OWNER** in connection with the contractor's dealings with the **OWNER** (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- A. Compliance with contract requirements for deliverables
- B. Compliance with contract provisions regarding the pricing of change orders and/or amendments
- C. Accuracy of contractor representations regarding the pricing of invoices
- D. Accuracy of contractor representations related to expenses submitted by the consultant or any of his payees.

ARTICLE VI. OWNERSHIP OF DOCUMENTS

6.1 All documents, including the original drawings, estimates, specifications, and all other documents and data previously owned by **CONSULTANT**, will remain the property of the **CONSULTANT** as instruments of service. However, it is to be understood that the **CITY** shall have free access to all such information with the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, except for the general purposes contained herein, without specific written verification or adaptation by **CONSULTANT** will be at **CITY's** sole risk and without liability or legal exposure to **CONSULTANT**.

6.2 All completed documents submitted for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional Engineer.

6.3 The **CONSULTANT** acknowledges and agrees that the **CITY** shall own exclusively 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 shall be used as the **CITY** desires and documents, including the original drawings, estimates, specifications and all other documents and data shall be delivered to the **CITY** at no additional cost to the **CITY** upon request or termination or completion of this **AGREEMENT** without restriction on future use.

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

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

6.6 The **CONSULTANT** may make copies of any and all documents and items for its files. The **CONSULTANT** 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. The **CITY** shall require that any such change or other use shall be appropriately marked to reflect what was changed or modified.

6.7 Copies of documents that may be relied upon by the **CITY** are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by the **CONSULTANT**. Files in editable

electronic media format of text, data, graphics, or other types, (such as DWG) that are furnished by the **CONSULTANT** to the **CITY** are only for convenience of the **CITY**. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

6.8 **CONSULTANT** shall provide, at no expense to **CITY**, reasonable minor revisions to any phase, whether previously approved and accepted, as may be required to satisfy the scope of services established by this **AGREEMENT**. Approval of any phase constitutes City's acceptance of the design presented. After acceptance of each phase of the Project, any revisions, additions, or modifications made at City's request which constitute a change in the Scope of Services shall be subject to additional compensation to **CONSULTANT** as agreed upon by **CITY**, subject to Article V, Section 5.6 above.

VII. TERMINATION AND/OR SUSPENSION OF WORK

7.1 For purposes of this **AGREEMENT**, termination of this **AGREEMENT** shall mean termination by expiration of the **AGREEMENT** term or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause.

7.2.1 This **AGREEMENT** may be terminated by either party upon written notice in accordance with Article XV. Such notice must specify an effective date of termination, which shall be not less than thirty (30) calendar days after the date of receipt of the notice by the non-issuing Party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the non-issuing Party.

7.2.2 This **AGREEMENT** may be terminated by **CITY** prior to Director giving **CONSULTANT** written notice to proceed should Director, at his sole discretion, determine that it is not in **CITY's** best interest to proceed with this **AGREEMENT**. Such notice shall be provided in accordance with Article XV, and shall be effective upon delivery by **CITY** in accordance with Article XV.

7.2.3 **CITY** shall equitably compensate **CONSULTANT** in accordance with the terms of this **AGREEMENT** for the Services properly performed prior to the effective date of termination, following inspection and acceptance of same by **CITY**. **CONSULTANT** shall not, however, be entitled to lost or anticipated profits should **CITY** choose to exercise its option to terminate. If City terminates this contract solely for convenience, City shall reimburse Consultant for expenses reasonably incurred prior to termination.

7.3 Termination For Cause. Upon written notice to Consultant, **CITY** may terminate this **AGREEMENT** upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this **AGREEMENT**:

7.3.1 **CONSULTANT** makes or allows to be made any material misrepresentation or provides any materially misleading information in connection with this **AGREEMENT**, including, but not limited to, **CONSULTANT's** Interest Statement, or any covenant, obligation, term or condition contained in this **AGREEMENT**; or

7.3.2 **CONSULTANT** violates or fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this **AGREEMENT**; or

- 7.3.3 **CONSULTANT** attempts to assign this **AGREEMENT** contrary to the terms hereof; or experiences a change in ownership interest greater than thirty percent (30%), or loses control of its business entity; or
- 7.3.4 **CONSULTANT** ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this **AGREEMENT** shall continue); or if a receiver, trustee or liquidator is appointed for it or any substantial part of **CONSULTANT**'s assets or properties; or
- 7.3.5 **CONSULTANT** fails to comply in any respect with the insurance requirements set forth in this **AGREEMENT**; or
- 7.3.6 **CONSULTANT** violates any rule, regulation or law by which **CONSULTANT** is bound or shall be bound while and in performing the services required under this **AGREEMENT**.
- 7.4 **Termination By Law.** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this **AGREEMENT** shall automatically terminate as of the effective date of such prohibition.
- 7.5 **Effect of Termination.** Upon a decision to terminate by **CITY**, written notice of such shall be immediately provided to **CONSULTANT** specifying the effective date of termination, notice of which shall be given in accordance with Article XV (Notice).
- 7.5.1 Regardless of how this **AGREEMENT** is terminated, and subject to 7.5.2, **CONSULTANT** shall effect an orderly transfer to **CITY** or to such person(s) or firm(s) as the **CITY** may designate, at no additional cost to **CITY**, all completed or partially completed documents, papers, records, charts, reports prepared pursuant to the **AGREEMENT** and any other materials or information produced as a result of or pertaining to the services rendered by **CONSULTANT**, or provided to **CONSULTANT**. Any record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at **CONSULTANT**'s sole cost and expense. Payment of compensation due or to become due to **CONSULTANT** is conditioned upon delivery of all such documents.
- 7.5.2 Within ninety (90) calendar days of the effective date of completion, or termination or expiration of this **AGREEMENT**, **CONSULTANT** shall submit to **CITY** its claims, in detail, for the monies owed by **CITY** for services performed under this **AGREEMENT** through the effective date of termination. **Failure by CONSULTANT to submit its claims within said ninety (90) calendar days shall negate any liability on the part of CITY and constitute a Waiver by CONSULTANT of any and all right or claims to collect moneys that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this AGREEMENT.**
- 7.5.3 Upon the effective date of expiration or termination of this **AGREEMENT**, **CONSULTANT** shall cease all operations of work being performed by **CONSULTANT** or any of its subcontractors pursuant to this **AGREEMENT**.
- 7.5.4 **Termination not sole remedy.** In no event shall **CITY**'s action of terminating this **AGREEMENT**, whether for cause or otherwise, be deemed an election of **CITY**'s remedies, nor

shall such termination limit, in any way, at law or at equity, **CITY's** right to seek damages from or otherwise pursue **CONSULTANT** for any default hereunder or other action.

7.6 **Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate.**

7.6.1 **CITY** may suspend this **AGREEMENT** by issuing a signed, written notice of suspension (citing this paragraph) as provided in Article XV, which shall outline the reasons for the suspension and the duration of the suspension. However, it is understood and agreed by the Parties that the total number of days of suspension as reflected in said notice is not guaranteed, and in fact, may be shorter or longer. Such suspension shall take effect upon the date set forth in the notice, or if no date is set forth, immediately upon **CONSULTANT's** receipt of said notice.

7.6.2 **CONSULTANT** may terminate this **AGREEMENT** in the event such suspension exceeds one hundred and twenty (120) calendar days. **CONSULTANT** may exercise this right to terminate by issuing a signed, written notice of termination, in accordance with Article XV, Notice, (citing this paragraph) to **CITY** after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by **CITY**.

7.7 **Procedures for CONSULTANT to follow upon Receipt of Notice of Suspension.**

7.7.1 Upon receipt of written notice of suspension, **CONSULTANT** shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this **AGREEMENT** and suspend or cancel all existing orders and contracts, in such a way as to incur no further expense after the date of suspension.

7.7.2 **CONSULTANT** shall prepare a statement showing in detail the services performed under this **AGREEMENT** prior to the effective date of suspension.

7.7.3 All completed or partially completed 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 **CONSULTANT** until such time as **CONSULTANT** may exercise the right to terminate.

7.7.4 In the event that **CONSULTANT** exercises the right to terminate after the suspension date as provided by this Article, within thirty (30) calendar days after receipt by **CITY** of **CONSULTANT's** notice of termination, **CONSULTANT** shall submit the above referenced statement showing in detail the services performed under this **AGREEMENT** prior to the effective date of suspension. Nothing in this section 7.7.4 shall prevent **CONSULTANT** from submitting invoices for partial payments for work performed prior to the termination date as provided by Article V, Compensation.

7.7.5 Additionally, any documents prepared in association with this **AGREEMENT** shall be delivered to **CITY** by **CONSULTANT**, as a pre-condition to final payment, within thirty (30) calendar days after receipt by **CITY** of **CONSULTANT's** notice of termination.

7.7.6 Upon the above conditions being met, **CITY** shall pay **CONSULTANT** 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 previous payments of the fee.

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

VIII. INSURANCE REQUIREMENTS

8.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Runway 3-21 Extension, Taxiway RC Extension – Phase 2, and Airfield Pavement Repairs projects at San Antonio International Airport" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by a broker and signed by a person authorized by that insurer to issue certificates on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title 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.

8.2 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 whereupon City may incur increased risk.

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

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

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

8.5 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. If the City requests a copy (ies) of any insurance policy the Participant may prominently mark those portions of the policy it regards as confidential. In the event a third party makes an open records request under the Texas Freedom of Information Act, or other public information law, asking to view or copy the policy, the City shall submit the material to the Texas Attorney General ("AG") for an opinion regarding the release of said policy. Participant and City agree that the City will be bound by the AG opinion. Similarly, the City would respond to provide the material under a court order or a litigation discovery rule which may require or direct disclosure of the information.

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

8.6 Consultant 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide ten (10) calendar days 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.

8.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant'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.

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

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

8.10 As respects the commercial general liability and the business automobile liability coverage, it is agreed that Consultant'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.

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

IX. INDEMNIFICATION

9.1 **CONSULTANT, whose work product is the subject of this AGREEMENT for engineering services, agrees to INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES HARMLESS against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including**

attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONSULTANT'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

9.2 CONSULTANT shall advise CITY in writing within 24 hours of any claim or demand against CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

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

9.4 Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by the CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, subcontractors, and agents.

9.5 Pursuant to section 271.904 of the Texas Local Government Code, or its successor provisions, Consultant EXPRESSLY AGREES TO INDEMNIFY AND HOLD CITY, ITS AGENTS AND EMPLOYEES HARMLESS against any and all claims, lawsuits, judgments, liens, losses, expenses, fees, (including attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind or nature, for the personal injury, death, or property injury of Consultant or the employees of Consultant for which recovery of damages is sought that may arise while in the exercise or performance of the rights or duties under the contract.

ARTICLE X. CONSULTANT'S EXPRESS WARRANTY

The CONSULTANT warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that are typically exercised by similar consulting professionals performing similar services in Bexar County, Texas. The CONSULTANT further warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT 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, the CITY shall have the right to terminate this Agreement.

XI. ASSIGNMENT OF RIGHTS OR DUTIES

11.1 By entering into this **AGREEMENT**, **CITY** has approved the use of any subcontractors identified in **CONSULTANT's** Interest Statement. No further approval shall be needed for **CONSULTANT** to use such subcontractors as are identified in **CONSULTANT's** Interest Statement.

11.2 Except as otherwise required herein, **CONSULTANT** may not sell, assign, pledge, transfer or convey any interest in this **AGREEMENT** nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of **CITY**.

11.3 As a condition of consent, if same is given, **CONSULTANT** shall remain liable for completion of the services outlined in this **AGREEMENT** in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this **AGREEMENT** to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by **CITY** in accordance with this Article.

11.4 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this **AGREEMENT**, without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should **CONSULTANT** assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this **AGREEMENT**, **CITY** may, at its option, terminate this **AGREEMENT** in accordance with Article VII, Termination, and all rights, titles and interest of **CONSULTANT** shall thereupon cease and terminate, notwithstanding any other remedy available to **CITY** under this **AGREEMENT**. The violation of this provision by **CONSULTANT** shall in no event release **CONSULTANT** from any obligation under the terms of this **AGREEMENT**, nor shall it relieve or release **CONSULTANT** from the payment of any damages to **CITY**, which **CITY** sustains as a result of such violation.

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

XII. INDEPENDENT CONTRACTOR

12.1 **CONSULTANT** covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of **CITY**; that **CONSULTANT** shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondeat superior shall not apply as between **CITY** and **CONSULTANT**, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between **CITY** and **CONSULTANT**.

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

XIII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIV. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

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

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

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

14.4 The applicable DBE goal is 45.0% (Forty-five percent) of the total dollar value of this contract.

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

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

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

14.9 Failure or refusal by a Proposer or Consultant to comply with the DBE provisions herein or any applicable provisions of the DBE Program, either during the proposal process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part.

XV. NOTICES

Unless otherwise expressly provided elsewhere in this **AGREEMENT**, any election, notice or communication required or permitted to be given under this **AGREEMENT** shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for CITY, to:

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

If intended for CONSULTANT, to:

DMJM Aviation, Inc.
Attn: Mr. Frank Wengler, P.E. – Vice President
5757 Woodway, Suite 101W
Houston, TX 77057-1599

XVI. INTEREST IN CITY CONTRACTS PROHIBITED

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

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

XVII. SOLICITATION

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

XVIII. CONTRACT CONSTRUCTION

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

XIX. FAMILIARITY WITH LAW AND CONTRACT TERMS

CONSULTANT represents that, prior to signing this **AGREEMENT**, **CONSULTANT** has become thoroughly acquainted with all matters relating to the performance of this **AGREEMENT**, all applicable laws, and all of the terms and conditions of this **AGREEMENT**.

XX. APPLICABLE LAW

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

XXI. VENUE

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.

XXII. SEVERABILITY

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

XXIII. FORCE MAJEURE

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

XXIV. SUCCESSORS

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

XXV. NON-WAIVER OF PERFORMANCE

25.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this **AGREEMENT** shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this **AGREEMENT**, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of

this **AGREEMENT** shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of **CITY**, such changes must be approved by the San Antonio City Council.

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

XXVI. PARAGRAPH HEADINGS

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

XXVII. LEGAL AUTHORITY

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

XXVIII. INCORPORATION OF ATTACHMENTS

28.1 **CONSULTANT** understands and agrees that all attachments, including appendices thereto, referred to in this **AGREEMENT** are intended to be and hereby are incorporated herein and specifically made a part of this **AGREEMENT** for all purposes. Said attachments are as follows:

ATTACHMENT "A" – (Scopes of Services)

ATTACHMENT "B" – (Anticipated Project Schedules)

ATTACHMENT "C" – (Consultant's Fee Proposals and DBE Participation Statements)

ATTACHMENT "D" – (Federally-Required Contract Language)

28.2 In the event of a conflict or inconsistency between any attachment and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall govern and prevail.

XXIX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

By execution of this Agreement, the undersigned authorized representative of Consultant certifies, and the City relies thereon, that neither Consultant, nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department; "Principals", for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). Consultant shall provide immediate written notice to City, in accordance the notice provisions of this Agreement, if, at any time during the term of this contract, including any renewals hereof, Consultant learns that this

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

XXX. ENTIRE AGREEMENT

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

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

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

CITY OF SAN ANTONIO

CONSULTANT

CITY MANAGER

DMJM Aviation, Inc.

SIGNATURE:

PRINTED NAME:

Jay Beratan, PE
JAY BERATAN, PE
Sr. Vice President & CAO
TITLE OF CORPORATE OFFICER

APPROVED:

CITY ATTORNEY

DATE

ATTACHMENT "A"

SCOPES OF SERVICES:

Scopes of Services for the following Projects at San Antonio International Airport:

- Runway 3-21 Extension Project
- Taxiway RC Extension – Phase 2 Project
- Airfield (Movement Area) Pavement Repairs Project

Runway 3-21 Extension Project

In general, this capacity project will include all work necessary to provide a 1000-foot extension to Runway 3-21 and Taxiway N. Relocation of other facilities located in or adjacent to the airfield that are impacted by this extension includes, but is not limited to: the perimeter road, security fencing, FAA navigational aids, utilities, and the North East Entrance Road.

As outlined in the Request for Qualifications, the project's professional services scope will be implemented in phases. The initial phase of the project, Preliminary Engineering, will include the development and evaluation of runway profile alternatives for the 1000-foot runway extension to the approach end of Runway 21. Final Design, Bid, and Construction Phase services will be based upon the accepted alternative from the Preliminary Engineering Phase. Additional Scope of Work for Resident Inspection Services will be considered in a future amendment.

I. Preliminary Engineering Phase

Preliminary Engineering Phase will essentially produce 35% Design Documents, and is defined as follows: The scope of the Project is delineated to the point where quantity and types of materials required for the project are identified, such that a detailed cost estimate can be completed, and operational impacts to Airport Operations have been identified.

Task A. General and Administration

1. Attend up to ten (10) coordination meetings with SAT/DOA – P&E personnel to provide updates on project development
2. Assist SAT/DOA – P&E with preparations for meetings with the FAA and other third-party owners (i.e. private utilities)
3. Assist SAT/DOA – P&E with preparations for meetings with Airport users on Project-related items which impact the users
4. Assist SAT/DOA – P&E on development of scope of work for agreements between COSA/DOA and the FAA and other third party owners (i.e. private utilities)
5. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s) addressing impacts
6. Assist with development of construction packaging strategy
7. Develop technical specifications for stockpile of fill material that may be available from other Airport projects
8. Conduct quality assurance reviews of all deliverables to SAT/DOA
9. Conduct submittal review meeting with SAT/DOA prior to final submittal of deliverables
10. Prepare preliminary opinion of probable construction cost
11. Prepare and submit Preliminary Engineering Report
12. Prepare list of technical specifications

Task B. Airfield – Civil Engineering

1. Prepare existing condition plan(s) of potential project area site. Existing condition plans will be based on topographic field surveys performed by DMJM Aviation, record documents provided by the SAT-DOA and other Local, State, and Federal jurisdictions. Existing condition map will show existing surface contours, utilities (wastewater, natural gas, drainage conveyances), SAT and FAA electrical and communications lines, airfield pavements, roadways, trees and other airport/airfield facilities (i.e. fences, NAVAID equipment) within the project area.
2. Develop a preliminary horizontal layout for a 1,000-ft extension to RW-3/21 and its associated parallel taxiways, TW-'N' and TW-'Q' in accordance with FAA recommendations presented in Advisory Circular 150/5300-13, latest edition, for Design Group V aircraft. Runway shall be provided with paved shoulders and a blast pad. Taxiway shall be provided with paved shoulders.
3. Evaluate the existing geometric layout for intersection of TW-'D' and TW-'Q' for compatibility of DC-10/MD-11 aircraft maneuvers. Provide recommendation on modifications to allow safe and efficient maneuvers.

4. Assess impact of runway extension on existing pavement. Identify limits of pavement required to transition from existing to proposed runway extension profile
5. Perform visual evaluation on the condition and performance of existing RW-3/21 pavement to remain. Recommend areas and method of pavement repair
6. Perform airfield pavement design in accordance with FAA AC 150/5320-6, Airport Pavement Design (latest edition)
7. Develop preliminary runway and parallel taxiway profiles in accordance with FAA AC 150/5300-13, Airport Design (latest edition). Development shall include preparation and evaluation of alternative runway profiles. Evaluation to consider compatibility with future airport development at the East Cargo complex; impacts on the existing runway, airport operations, and FAA facilities; profiles for parallel taxiways; construction duration; and construction costs
8. Develop preliminary grading design in accordance with FAA AC 150/5300-13, Airfield Design (latest edition). Development shall include preparation and evaluation of alternative grading plans. Evaluation to consider compatibility with potential future plans for airfield and airport development (i.e. RW-21 ILS, Wurzbach Parkway realignment, and East Cargo complex expansion); impact on existing facilities, Salado Creek, 100-year floodplain boundary line; construction duration, and construction costs
9. Perform FAR Part 77 analysis for the runway extension. Discuss impact on future development for the East Cargo area
10. Perform preliminary drainage design for the limits of the RW-3/21 Extension project area

Task C. Airfield – Electrical Engineering

1. Develop preliminary airfield lighting system layout including extension of the runway and taxiway edge light systems and relocation of the runway end identifier lights (REILs)
2. Develop preliminary modifications to the airfield signage for the runway extension
3. Develop preliminary airfield circuitry plan for extension of runway and taxiway electrical system
4. Perform preliminary electrical load analysis for the proposed modifications to the airfield lighting and signage circuitry. Perform electrical capacity analysis on existing system and determine if the power demands from the modified circuits exceed the available power capacity. If the results of the analysis indicate, develop preliminary plan(s) to increase the circuit capacity to accommodate the power demands for the modified circuits.
5. Evaluate the performance of the existing airfield electrical system for RW-3/21 and if determined, recommend necessary repairs and/or electrical system enhancements
6. Develop preliminary electrical plans for the relocation of the existing localizer antenna and equipment shelter to the new equipment site. Provide access road to localizer equipment
7. Develop preliminary electrical plans for the relocation of the existing Precision Approach Path Indicator (PAPI) VISIAD for RW-21
8. Develop preliminary relocation plan for the existing FAA duct bank(s) on the west side of TW 'N' and between the end of TW-'Q' and the current localizer to a location beyond the proposed pavement limits
9. Evaluate condition of existing airfield light fixtures for continued service and maintenance. Evaluate photometric difference between new generation and existing light fixtures. Provide recommendation on whether existing light system should be upgraded

Task D. Navigational Aids (NAVAIDs)

1. Perform NAVAID siting analysis for 03LOC (antennal and equipment shelter); RW-21 PAPI, and future RW-21 glide slope antenna and equipment shelter
2. Develop preliminary site design for 03LOC and RW-21 PAPI
3. Analyze the impact of grading alternatives on 03LOC. Provide recommendations for grading. Perform sensitivity analysis for terrain changes in 03LOC critical area
4. Analyze and assist on proposed grading in future RW-21 glide slope critical area
5. Assess condition of existing 03LOC equipment building for continued performance
6. Perform preliminary design for addition of DME equipment at new 03LOC equipment shelter site
7. Attend four (4) technical meetings with FAA

Task E. Roadways and Utilities

1. Develop preliminary horizontal alignments for relocation of the Northeast Entrance Rd. and the airport perimeter road within the limits of the RW-3/21 Extension Project area. Northeast Entrance Rd. shall be designed in accordance with COSA roadway design criteria. Perimeter service road shall also be designed to accommodate Airport emergency response vehicles and 10,000-gallon aircraft refueling trucks (98,000 lbs.) as well as construction traffic.
2. Develop preliminary vertical profiles for realignment of the Northeast Entrance Rd. and airport perimeter road within the limits of the RW-3/21 Extension Project area. Alternative profiles shall be based on 'like kind' alignment based on current encroachment of the Northeast Entrance in to the Salado Creek floodplain and a vertical alignment in accordance with the COSA roadway design criteria with respect to encroachment into floodplains.
3. Develop preliminary plans for drainage structures required for the roadway crossing and to mitigate impact on 100-yr floodplain elevations.

4. Develop preliminary plans for relocation of existing utilities within the limits of the RW-3/21 Extension Project area. Utilities include a 24-in gas transmission line and a 12-inch water transmission line.
5. Assist SAT/DOA with development of agreement for relocation of gas transmission line
6. Develop preliminary alignments for the Airport security fence within the limits of the RW-3/21 Extension Project area
7. Develop preliminary construction phasing plan to maintain traffic along the Northeast Entrance Rd. and perimeter service road during construction.

Task F. Hydrology

1. Evaluate DFIRM Model of Salado Creek to determine applicability to the site
2. Modify DFIRM model as necessary to provide flow calculations nodes adjacent to project site
3. Calculate storm water runoff for the study area based on the COSA ultimate development conditions for the 100-year floodplain
4. Calculate runoff for the following FEMA storm events
 - 10-year storm event
 - 50-year storm event
 - 100-year storm event
 - 500-year storm event

Task G. Hydraulics

1. Prepare hydraulic model for existing conditions based on the COSA Ultimate development conditions
2. Prepare hydraulic model for existing conditions based on FEMA 100-year design storm discharge
3. Prepare hydraulic model for proposed conditions (with Airport Runway improvement in place) based on the COSA Ultimate Development conditions
4. Prepare hydraulic model for proposed conditions based on FEMA 100-year design storm discharge
5. Execute existing conditions hydraulic model to determine boundaries of the 100-year flood plain for the City's Ultimate Development conditions and FEMA's 100-year storm event
6. Execute proposed conditions (with proposed runway improvements in place) hydraulic model for the City's Ultimate Development conditions and FEMA's 100-year storm event to determine boundaries of the FEMA 100-year flood plain

Task H. Floodplain Revisions

1. Prepare preliminary channel modifications
2. Analyze hydraulic model based on preliminary channel revisions
3. Refine channel modifications as required by hydraulic model to reestablish the 100-year floodplain elevations
4. Prepare preliminary plan and profile for the proposed channel modifications
5. Prepare Floodplain Development permit for review and approval by COSA

Task I. Tree Preservation

1. Evaluate impact of improvements on protected trees
2. Meet with COSA Arborist to review tree preservation plan

Task J. FEMA Submittal (CLOMR)

1. Prepare application and Drainage Study, including hydrology and hydraulic models, and submit to COSA for review and approval
2. Conduct application review meeting(s) with COSA
3. Submit COSA-approved Drainage Study to FEMA
4. Conduct review meetings with FEMA for issuance of CLOMR

Task K. Environmental Permitting (*Note: The following scope of services is based on preparation of an Army Corp of Engineer's Individual Permit Application.*)

1. Prepare a Corps of Engineer Permit Application utilizing forms provided by the Corps of Engineers
2. Prepare a Vicinity Map
3. Explain the purpose of the Project and prepare description of project, including types and dimensions of drainage structures, types and quantities of discharge into waters of the U.S, construction schedule, and mitigation measures
4. Prepare map exhibits of project area identifying the extent of affected Jurisdictional Waters, proposed improvements, area of Jurisdictional Waters and Wetlands including affected acreages (if applicable), surrounding property owners, location of and extent of mitigation measures
5. Coordinate FEMA drainage study requirements with the Corps of Engineers' mitigation requirements, recommendation of changes to FEMA drainage study to accommodate mitigation requirements, and review mitigation requirements with City of San Antonio
6. Prepare wetlands mitigation area monitoring program for implementation by City of San Antonio

7. Assess requirements for Texas Commission on Environmental Quality Certification (401 Certification)
8. Incorporate Tier I certification requirements in floodplain improvement plans, if appropriate
9. Prepare Public Notice (PN) package for submittal to Corps of Engineers
10. Respond to Corps of Engineers comments on PN submittal
11. Prepare draft Final Individual Permit Package
12. Submit draft Final Individual Permit Package to City of San Antonio for review and approval
13. Revise draft Final Individual Permit Package
14. Submit Final Individual Permit Package to Corps of Engineers
15. Respond to comments from Corps of Engineers
16. Monitor Corps of Engineers permit review process and secure approval
17. Prepare Preconstruction Notice

Task L. Endangered Species and Migratory Bird

1. Conduct site reconnaissance of the RW-3/21 Extension project area and determine if there is habitat for the Black-capped vireo or the Plains Spotted Skunk and nesting habitat for migratory birds
2. Report results of the site reconnaissance and provide recommendation to mitigate impact on habitat

Task M. Topographic Surveys

1. Perform topographic land surveys for the RW-3/21 Extension Project area as shown on Attached Exhibit A. Survey to include existing grades, pavements, utilities, Airport/FAA facilities, and miscellaneous features. Surveys within the operating environment of runways and taxiways will be performed during nighttime hours.
2. Prepare map of existing conditions and provide electronic AUTOCAD files on survey results
3. Perform tree survey (in accordance with COSA UDC) within the limits of the RW-3/21 Extension Project area
4. Provide four (4) permanent GPS monuments (State Plane Coordinate System) in project area. Locations to be determined

Task N. Subsurface Investigation

1. Perform subsurface investigation in accordance with recommendations of AC 150/5320-6, Airport Pavement Design (latest edition). Estimate of 40 bores, 490 vertical feet. Work within the runway and taxiway operating environments will be performed during nighttime hours.
2. Characterize subsurface soils in accordance with physical and engineering properties
3. Perform proctor analysis and CBR testing on raw sub-grade
4. Prepare geotechnical report including findings of the investigation and recommendations for construction of embankment and foundation design for the localizer facility
5. Perform investigation of existing stockpile material located northeast of RW-21

II. Project Deliverables

A. Preliminary Engineering Phase

1. Preliminary Document Submittal (5 copies)
 - a. Draft Preliminary Engineering Report
 - b. Draft Preliminary Plans, 2 - full size
2. Final Document Submittal (5 copies)
 - a. Final Preliminary Engineering Report
 - b. Final Preliminary Plans, 2 - full size

B. Environmental Permitting

1. Preliminary Engineering Phase
 - a. Submit Preliminary Post Project Floodplain Map
 - b. Submit Floodplain Development Permit
2. 65% Design Phase
 - a. Submit CLOMR (FEMA Submittal)
 - b. Submit Jurisdictional Waters Evaluation Report
 - c. Recommendations to Design based upon Jurisdictional Waters Evaluation
 - d. Submit Individual Wetlands Permit
3. 95% Design Phase
 - a. Submit TPDES Plan for inclusion in overall project deliverable
4. Post Construction Phase
 - a. Submit LOMR

Taxiway RC Extension – Phase 2 Project

In general, this capacity project will include all work necessary to provide a 1000-foot extension to Taxiway RC. This taxiway extension to the northwest will provide additional airside access to undeveloped land along Nakoma from U.S. 281 to Jones Maltsberger in support of new tenant development.

The following scope of services includes Design, Bid, and Construction Phase Services. Additional Scope of Work for Resident Inspection Services will be considered in a future amendment.

I. Preliminary Engineering Phase

Preliminary Engineering Phase will essentially produce 35% Design Documents, and is defined as follows: The scope of the Project is delineated to the point where quantity and types of materials required for the project are identified, such that a detailed cost estimate can be completed, and operational impacts to Airport Operations have been identified.

Task A. General and Administration

1. Attend bi-weekly coordination meetings – six (6) with SAT/DOA – P&E personnel to provide updates on project development
2. Attend developer coordination meetings – two (2) with SAT/DOA
3. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s)
4. Conduct quality assurance reviews of on all deliverables to SAT/DOA
5. Conduct submittal review meeting with SAT/DOA – P&E prior to final submittal of deliverables
6. Prepare preliminary estimate of probable construction cost
7. Prepare list of technical specifications
8. Prepare and submit Preliminary Engineering Report

Task B. Airfield – Civil Engineering

1. Prepare existing condition plan(s) on project area. Existing condition plans will be based on topographic field surveys performed by DMJM Aviation, record documents provided by the SAT-DOA and other Local, State, and Federal jurisdictions. Existing condition map will show existing surface contours, utilities, SAT and FAA electrical and communications lines, airfield pavements, roadways, trees and other airport/airfield facilities within the project area.
2. Develop a preliminary horizontal layout and centerline profile for 1,000-ft. (l) X 50-ft. (w) extension to TW-‘RC’ (reference Attachment 1). Horizontal and vertical alignment to be in accordance with FAA recommendations presented in Advisory Circular 150/5300-13, latest edition, for Gulfstream V aircraft.
3. Develop preliminary profiles and grading for the taxiway system. Alternative taxiway profiles and grading should consider recommendations presented in FAA AC 150/5300-13 (latest edition), taxiway access to the future development, and embankment requirements.
4. Assess impact of the taxiway extension on existing pavement. Identify limits of existing pavement required to transition from existing to proposed pavement profile
5. Perform airfield pavement design in accordance with FAA AC 150/5320-6, Airport Pavement Design (latest edition)
6. Perform preliminary drainage design within the preliminary limits of the TW-‘RC’ extension project
7. Perform preliminary design for drainage structures

Task C. Airfield – Electrical Engineering

1. Develop preliminary airfield lighting system layout for extension of taxiway edge lighting and airfield signage systems
2. Develop preliminary airfield circuitry plan for extension of runway and taxiway electrical system
3. Perform preliminary electrical load analysis for the proposed modifications to the airfield lighting and signage circuitry. Perform electrical capacity analysis on existing system and determine if the power demands from the modified circuits exceed the available power capacity. If the results of the analysis indicate, develop preliminary plan(s) to increase the circuit capacity to accommodate the power demands for the modified circuits.

Task D. Topographic Surveys

1. Perform topographic land surveys for the TW-‘RC’ Extension Project area (Approx. 24 acres). Survey to include existing grades, pavements, utilities, Airport/FAA facilities, and miscellaneous features
2. Prepare map of existing conditions and provide electronic AUTOCAD files on survey results

Task E. Subsurface Investigation

1. Perform subsurface investigation in accordance with recommendations of AC 150/5320-6, Airport Pavement Design (latest edition). Estimate ten (10) bores, six (6) for the taxiway extension
2. Characterize subsurface soils in accordance with physical and engineering properties

3. Perform proctor analysis and CBR testing on raw sub-grade

II. Design Phase

A. 65% Design

65% Design Phase will essentially produce 65% Design Documents, and is defined as follows: Existing condition plans are completed; horizontal and vertical geometrics, including grade control, are established for pavement, drainage, and site grading; airfield lighting and circuitry plans are established; a preliminary safety plan is developed, and a project site and vicinity plan is completed.

1. Prepare general front end plan sheets (cover, index, construction quantity, general notes)
2. Prepare project layout and survey control plan
3. Prepare preliminary staging and construction safety plans (construction staging and project access, and airfield barricade plan)
4. Prepare preliminary Erosion and Sediment Control plan
5. Prepare preliminary project limits plan
6. Prepare preliminary project phasing plan
7. Prepare preliminary horizontal plan layout (coordinate based) for taxiway centerline and pavement edge
8. Prepare preliminary grading and drainage plan
9. Prepare taxiway centerline profile plan
10. Prepare pavement grading plan
11. Prepare preliminary pavement plan and detail sheet
12. Prepare preliminary airfield lighting, signage and circuitry plan utilizing station and offset
13. Prepare preliminary pavement marking plan and details
14. Attend design coordination meetings
15. Prepare preliminary technical specifications based on FAA AC 150/5370-10 (latest edition), Standards for Specifying Construction of Airports
16. Prepare preliminary Division 0 Documents
17. Prepare construction cost estimate
18. Prepare estimated construction schedule
19. Prepare and submit 65% documents
20. Conduct 65% review meeting with COSA/DOA
21. Provide coordinates for each structure on the drawings, including one pair of coordinates for each edge light, two pairs of coordinates for each guidance sign and four pairs of coordinates for each drainage structure

B. 95% Design

95% Design Phase will essentially produce 95% Design Documents, and is defined as follows: 65% Submittal Documents incorporating Owner review comments, project limits and survey control plan is established, pavement details are completed, drainage structures and details are completed, erosion and sediment control plan and details are completed, and airfield electrical details are completed.

1. Finalize general front end plan sheets (cover, index, construction quantity, general notes)
2. Finalize project layout and survey control plan
3. Prepare final staging and construction safety plans (construction staging and project access, and airfield barricade plan)
4. Prepare final Erosion and Sediment Control plan and details
5. Prepare final project limits plan
6. Prepare project phasing plan
7. Prepare final horizontal plan layout (coordinate based) for taxiway centerline and pavement edge
8. Prepare final grading and drainage plan, calculations and profiles
9. Prepare pavement grading plan
10. Prepare final pavement plan and pavement section detail sheet(s)
11. Prepare final airfield lighting, signage and circuitry plan utilizing station and offset
12. Prepare final lighting and signage and details
13. Prepare final pavement marking plan and details
14. Prepare final technical specifications based on FAA AC 150/5370-10 (latest edition)
15. Prepare final Division 0 Documents
16. Prepare construction cost estimate
17. Prepare estimated construction schedule.
18. Prepare and submit 100% documents
19. Conduct 100% review meeting with COSA/DOA
20. Address 100% review comments

21. Prepare and submit Issue For Bid documents

III. Bid Phase

- A. Distribute bid documents to prospective construction bidders
- B. Attend Pre-bid conference
- C. Prepare bid addenda and distribute
- D. Prepare Bid Tabulation and recommendation of award of contract
- E. Prepare conformed documents for Construction

IV. Construction Phase Services

- A. Attend pre-construction meeting
- B. Attend bi-weekly construction coordination meetings limited to eight (8) meetings.
- C. Review and approve submittals and shop drawings
- D. Provide clarifications and interpretations of Contract Documents
- E. Provide site visits as required for monitoring progress and discussing clarifications limited to eight (8) site visits. Provide the Owner with a field visit report after each visit indicating observations
- H. Participate in final inspection of the project and prepare and submit to a list of items needing further attention or correction (punch list) limited to one (1) site visit
- I. Review and sign contractor pay requests limited to four (4) pay requests

V. Project Deliverables

- A. Preliminary Report (35%) – 5 copies
- B. 65% Design Submittal
 - Technical Specifications – 2 copies
 - Drainage Calculations – 1 copy
 - Report of Subsurface Investigation – 4 copies
 - Plans – 1 full-size set, 5 half-size sets, 1 CD-ROM with PDF plans
 - Estimate of Probable Construction Cost
 - 65% Design – Plan Submittal to include:
 - Existing condition plans
 - Horizontal pavement geometrics
 - Vertical pavement geometric and grade control
 - Drainage and grading plan
 - Airfield lighting layout plan
 - Airfield circuitry plan
 - Preliminary Safety Plan
 - Project site and vicinity plan
- C. 95% Design Submittal
 - Front End Documents – 3 copies
 - Technical Specifications – 3 copies
 - Construction Plans – 2 full-size sets, 5 half-size sets, 1 CD-ROM with PDF plans
 - Estimate of Probable Construction Cost
 - Final Engineering Report – 3 copies
 - 95% Design – Plan Submittal to include:
 - Previously submitted 65% plans revised per COSA 65% review comments
 - Project limits and survey control plan
 - Pavement details
 - Drainage structures and details
 - Erosion and sediment control plan and details
 - Airfield electrical details
- D. Bid Submittal
 - Front End Documents – 2 copies
 - Technical Specifications – 2 copies
 - Construction Plans – 2 full-size sets, 5 half-size sets and 1 CD with PDF plans
 - Bid documents will be sealed by a Registered Professional Engineer in the State of Texas
- E. Bid Center Services
 - City CIMIS Office: 1 complete full-size set, including plans and specifications

- Aviation Department: 2 complete full size sets
 - Plan Rooms: 5 full size sets. COSA to provide company names and street addresses. Consultant shall deliver one complete full-size bid package to each plan room (limited to 5 plan rooms)
 - 12 complete full-size sets of Contract documents for Contractor pick up at consultant's local office
- F. Issued for Construction Submittal
- Front End Documents – 20 copies
 - Technical Specifications – 20 copies
 - Construction Plans – 20 full-size sets, 5 half-size sets and 1 CD with PDF plans
 - Record Documents – 1 full-size set (Mylar), 1 full-size set (bond), and 1 CD with PDF and AutoCAD plans and MS Word specifications

VI. Project Schedule

In an effort for this project to be eligible for federal funding, the proposed schedule is as follows:

- A. Preliminary Report – 2 Weeks from Notice to Proceed
- B. 65% Design Submittal – 2 Weeks from approval of PER
- C. 95% Design Submittal – 2 Weeks from approval of 65% Design
- D. Bid Documents – 1 Week after approval of 95% Design
- E. Construction Phase Services – 16 weeks (estimated)

VII. Design Clarifications

It is assumed that the following items are not required to accomplish this project. The following items are not included in the proposed scope of services but may be added by San Antonio Airport System upon request.

- A. Scope of services are based on the following additional items listed below
 - One bid (add or delete) alternative
 - Storm drainage is the only anticipated utility

Airfield (Movement Area) Pavement Repairs Project

In general, this project will include all work necessary to repair depressions in the airfield movement area pavement, specifically located on Runway 12R and Taxiway R. The scope of work and project timeline is based upon an assumption that there is a relatively straight-forward engineering repair possible to remediate the pavement depressions. The project scope will be reevaluated should design investigations prove otherwise.

The following scope of work outlines design and bid services and deliverables as being separated between RW-12R and TW-R. Based upon information obtained during the design process, the work effort may be combined into a single effort and deliverables. Additional Scope of Work for Construction Phase and Resident Inspection Services will be considered in a future amendment.

Runway '12R' Pavement Repairs

- A. Preliminary Engineering Phase
 1. Review record and historic documents on RW-12R design and underground utilities in the vicinity of the depressed pavement area
 2. Attend coordination meetings two (2) with SAT/DOA – P&E personnel to provide updates on project development
 3. Conduct topographic survey along RW-12R in the depressed pavement area
 4. Conduct non-destructive testing (NDT) to evaluate the strength of pavement subbase and subgrade. Prepare a report on results of NDT
 5. Develop and evaluate pavement repair alternatives
 6. Develop construction cost estimates for pavement repair alternatives
 7. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s) addressing impacts
 8. Prepare letter report on findings, pavement repair alternatives, evaluation of alternatives, and recommended method of pavement repair
 9. Conduct quality assurance reviews of on all deliverables to SAT/DOA
 10. Submit two (2) copies of Preliminary Engineering Report
- B. Final Engineering Phase
 1. Identify limits of pavement repair

2. Develop site plan of repair area
3. Prepare repair details
4. Prepare technical specifications
5. Submit two (2) copies of 100% plans and specifications, and Estimate of Probable Construction Cost

C. Bid Phase Services

1. Bid documents will be sealed by a Registered Professional Engineer in the State of Texas
2. Bid Center Services will follow that specified under Taxiway RC Extension – Phase 2
3. Distribute bid documents to prospective construction bidders
4. Attend Pre-bid conference
5. Prepare bid addenda and distribute
6. Prepare Bid Tabulation and recommendation of award of contract
7. Prepare conformed documents for Construction

D. Construction Phase Services

1. Future negotiations

Taxiway 'R' Pavement Repairs

A. Preliminary Engineering Phase

1. Review record and historic documents on TW-R design, geotechnical investigations, and landfill limits in the vicinity of the depressed pavement area
2. Attend coordination meetings two (2) with SAT/DOA – P&E personnel to provide updates on project development
3. Conduct topographic survey along TW-R in vicinity of the depressed pavement area
4. Conduct non-destructive testing (NDT) to evaluate the strength of pavement subbase and subgrade. Prepare a report on results of NDT
5. Develop and evaluate pavement repair alternatives
6. Assess disposition of underlying landfill material
7. Develop construction cost estimates for pavement repair alternatives
8. Identify potential construction impacts on Airport Operations and develop a preliminary construction impact mitigation plan(s) addressing impacts
9. Prepare letter report on findings, pavement repair alternatives, evaluation of alternatives, and recommended method of pavement repair
10. Conduct quality assurance reviews of on all deliverables to SAT/DOA
11. Submit two (2) copies of Preliminary Engineering Report

B. Final Engineering Phase

1. Identify limits of pavement repair
2. Develop site plan of repair area
3. Prepare pavement repair details
4. Design taxiway profile.
5. Prepare taxiway grade control plans.
6. Prepare pavement geometry and marking plan
7. Prepare site access and phasing/barricade plan
8. Prepare technical specifications
9. Prepare construction bid documents
10. Submit two (2) copies of interim progress plans and specifications (approx. 50% completion) and two (2) copies of 100% plan and specifications, and Estimate of Probable Construction Cost

C. Bid Phase Services

1. Bid documents will be sealed by a Registered Professional Engineer in the State of Texas
2. Bid Center Services will follow that specified under Taxiway RC Extension – Phase 2
3. Distribute bid documents to prospective construction bidders
4. Attend Pre-bid conference
5. Prepare bid addenda and distribute
6. Prepare Bid Tabulation and recommendation of award of contract
7. Prepare conformed documents for Construction

D. Construction Phase Services

1. Future negotiations

ATTACHMENT B

ANTICIPATED PROJECT SCHEDULES

Architect/Engineer Firm: **DMJM Aviation**

Project: RUNWAY 3/21 EXTENSION AT SAN ANTONIO INTERNATIONAL AIRPORT

Description	Date
NTP – Preliminary Phase	May 30, 2008
Deliver 35% Design Documents	August 25, 2008

*Remaining Design/Construction Phase Deliverables to be negotiated based upon the approved 35% Design.

Project: TAXIWAY RC EXTENSION – PHASE 2 AT SAN ANTONIO INTERNATIONAL AIRPORT

Description	Date
NTP – Design	May 30, 2008
Preliminary Report	June 13, 2008
65% Design Submittal	June 27, 2008
95% Design Submittal	July 11, 2008
Bid Documents	July 18, 2008
1st Advertisement for Bids	July 21, 2008
Open Bids	August 20, 2008
Award Construction Contract	October 2008
NTP – Construction	November 2008
Construction Duration	120 Calendar Days, weather permitting
Anticipated Completion	March 2009, weather permitting

Project: AIRFIELD PAVEMENT REPAIRS AT SAN ANTONIO INTERNATIONAL AIRPORT

Description	Date
NTP – Design	May 30, 2008
1st Advertisement for Bids	July 21, 2008
Open Bids	August 20, 2008
Award Construction Contract	October 2008
NTP – Construction	November 2008
Construction Duration	TBD
Anticipated Completion	TBD

ATTACHMENT C

CONSULTANT'S FEE PROPOSAL AND DBE PARTICIPATION STATEMENT FROM CONSULTANT'S INTEREST STATEMENT

SECTION 1 – Basis of Compensation

The total fee for all basic and reasonably inferable services defined by this contract is the amount of \$851,976.00 and it is agreed and understood that this amount will constitute full compensation to the Consultant for these services. This amount has been approved and appropriated by the San Antonio City Council for expenditure under this contract. Unless and until the City sees fit to make further appropriations, the obligation of the City to the Consultant for a Total Fee for all basic and reasonably inferable services and approved allowances in connection with this **AGREEMENT** cannot and will not exceed the sum of \$851,976.00 without further amendment to this contract.

For the purpose of establishing fees for separate tasks, the following allocations of the scheduled fees apply for each project listed. Authority to reallocate fees between tasks and budgets is granted under Section 2.2 of the Professional Services Agreement.

Runway 3-21 Extension (Lump Sum)

Preliminary	\$ 436,961.00
Design	\$ 0.00
Bid	\$ 0.00
Construction	\$ 0.00
Environmental Permitting	<u>\$ 137,232.00</u>
Total	\$ 574,193.00

Taxiway RC Extension – Phase 2 (Lump Sum)

Preliminary	\$ 58,449.00
Design	\$ 82,404.00
Bid	\$ 18,952.00
Construction	<u>\$ 62,006.00</u>
Total	\$ 221,811.00

Airfield Pavement Repairs (Fee Not to Exceed)

Preliminary	\$ 38,074.00
Design	\$ 14,089.00
Bid	\$ 3,809.00
Construction	<u>\$ 0.00</u>
Total	\$ 55,972.00

The Consultant's Commitment to DBE Participation is included in the attached Consultant Scope and Fee Proposal documentation.

ATTACHMENT D

FEDERALLY-REQUIRED CONTRACT LANGUAGE

CIVIL RIGHTS ACT OF 1964, TITLE VI

During the performance of this **AGREEMENT**, **CONSULTANT**, for itself, its assignees and successors in interest (hereinafter, collectively, "**CONSULTANT**") agrees as follows:

- A. **Compliance with Regulations.** **CONSULTANT** shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations ("CFR") Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by this reference and made a part of this **AGREEMENT**.
- B. **Nondiscrimination.** The **CONSULTANT**, with regard to the work hereunder, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **CONSULTANT** shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the **AGREEMENT** covers a program set forth in "Appendix B" of the Regulations.
- C. **Solicitations for subcontracts, including procurements of materials and equipment.** In all **CONSULTANT's** solicitations, either by competitive bidding or negotiation, made for work to be performed under a sub-contract, including procurements of materials or leases of equipment, shall include a notification, to each potential subcontractor or supplier, of **CONSULTANT's** obligations hereunder, and the Regulations regarding nondiscrimination on the grounds of race, color or national origin.
- D. **Information and Reports.** **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit reasonable access to its books, records, accounts and other sources of information and its facilities as may be determined by the City or by the FAA to be pertinent, to ascertain compliance with such Regulations, orders, and instructions. Where any information required of **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, **CONSULTANT** shall so certify to City or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of the **CONSULTANT's** material noncompliance with the nondiscrimination provisions of this **AGREEMENT**, such noncompliance shall constitute a breach of this **AGREEMENT** and after notification by City of said noncompliance, which is not cured within sixty (60) calendar days following receipt of such notice by **CONSULTANT**, City may impose such **AGREEMENT** sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the **CONSULTANT** under the **AGREEMENT** until the **CONSULTANT** complies; and/or
 - 2. Cancellation, termination, or suspension of the **AGREEMENT**, in whole or in part.
- F. **Incorporation of Provisions.** **CONSULTANT** shall include the provisions of Paragraphs A through E above, in every subcontract pertaining to this **AGREEMENT**, including procurements of materials and leases of equipment issued pursuant thereto, unless exempt by the regulations or directives issued pursuant

thereto. **CONSULTANT** shall take such action with respect to any subcontract or procurement, as the **CITY** or the **FAA** may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, **CONSULTANT** may request the **CITY** to enter into such litigation to protect the interests of the **CITY**. Additionally, **CONSULTANT** may request the U.S. to enter into such litigation to protect the interests of same.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 49 CFR Part 20, Appendix A

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS 49 CFR Part 18.36(i) FAA Order 5100.38

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The

Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

49 CFR Part 18.36(i)(8)

FAA Order 5100.38

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

TRADE RESTRICTION CLAUSE

49 CFR Part 30.13

FAA Order 5100.38

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

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

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

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

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

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