KRH
1/31/13
Item No. 6

AN ORDINANCE 2013-01-31-0064

AUTHORIZING EXECUTION OF FIVE ON-CALL PROFESSIONAL SERVICES AGREEMENTS WITH ARIAS & ASSOCIATES, INC., FUGRO CONSULTANTS, INC., PROFESSIONAL SERVICE INDUSTRIES, INC., RABA KISTNER, INC., AND TERRACON CONSULTANTS, INC. EACH IN AN AMOUNT NOT TO EXCEED $600,000.00 FOR ON-CALL CONSTRUCTION MATERIALS TESTING SERVICES FOR THE SAN ANTONIO AIRPORT SYSTEM.

* * * * * *

WHEREAS, on-call construction materials testing services are needed for construction projects to ensure that materials used, such as concrete, asphalt, and welded wire fabric, are in compliance with the projects' plans and specifications to; and

WHEREAS, the City received nine submittals to a Request for Qualifications released in September 2012 of which two were deemed non-responsive and following review of the remaining submissions by an evaluation committee with representatives from the City's Aviation and Capital Improvements Management Services Departments, the proposals submitted by Arias & Associates, Inc., Fugro Consultants, Inc., Professional Service Industries, Inc., Raba Kistner, Inc., and Terracon Consultants, Inc. are recommended for selection; and

WHEREAS, it is necessary to authorize the execution of five Professional Services Agreement each with a five year term in an amount not to exceed $600,000.00 each with Arias & Associates, Inc., Fugro Consultants, Inc., Professional Service Industries, Inc., Raba Kistner, Inc., and Terracon Consultants, Inc. for this work; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, is authorized to execute five Professional Services Agreements with Arias & Associates, Inc., Fugro Consultants, Inc., Professional Service Industries, Inc., Raba Kistner, Inc. and Terracon Consultants, Inc. in an amount not to exceed $600,000.00 each for on-call construction materials testing services for the San Antonio Airport System, copies of which are set out in **Exhibit 1**.

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

SECTION 3. Payment not to exceed $600,000.00, per year is authorized to be encumbered with a purchase order and made payable to Arias & Associates, Inc. for construction materials testing services.

SECTION 4. Payment not to exceed $600,000.00, per year is authorized to be encumbered with a purchase order and made payable to Fugro Consultants, Inc. for construction materials testing services.

SECTION 5. Payment not to exceed $600,000.00, per year is authorized to be encumbered with a purchase order and made payable to Professional Service Industries, Inc. for construction materials testing services.

SECTION 6. Payment not to exceed $600,000.00, per year is authorized to be encumbered with a purchase order and made payable to Raba Kistner, Inc. for construction materials testing services.

SECTION 7. Payment not to exceed $600,000.00, per year is authorized to be encumbered with a purchase order and made payable to Terracon Consultants, Inc. for construction materials testing services.

SECTION 8. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 9. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 31st day of January, 2013.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Michael D. Bernard, City Attorney

Request for COUNCIL ACTION

City of San Antonio

Agenda Voting Results - 6

Name:	6, 8, 9, 11, 12, 13, 14, 15, 16, 17, 19A, 19B, 19C, 19D, 19E
Date:	01/31/2013
Time:	10:29:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing five five-year professional service agreements in the amount not to exceed $600,000.00 each with Arias & Associates, Inc., Fugro Consultants, Inc., Professional Service Industries, Inc., Raba Kistner, Inc. and Terracon Consultants, Inc. to provide on-call construction materials testing services for the Aviation Department. [Ed Belmares, Assistant City Manager; Frank Miller, Director, Aviation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x			x	
Cris Medina	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

EXHIBIT 1

ON-CALL CONSTRUCTION MATERIALS TESTING SERVICES AGREEMENT

FOR THE SAN ANTONIO AIRPORT SYSTEM

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

This Agreement is made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereafter referred to as "City" and

ARIAS & ASSOCIATES
142 Chula Vista
San Antonio, Texas 78232

hereafter referred to as "Contractor", said Agreement being executed by City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by Contractor for on call material testing services, hereinafter set forth.

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ARTICLE I.
DEFINITIONS

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

1.1 "Application for Compensation" means written form for a request from Contractor to be paid for completed work.

1.2 "City" or "Owner" means the City of San Antonio, Texas.

1.3 "Compensation" means amounts paid for services under this Agreement.

1.4 "Contractor" means **ARIAS & ASSOCIATES** and its officers, partners, employees, agents and representatives, and all sub-contractors, if any, as well as all other persons or entities for which Contractor legally is responsible.

1.5 "Director" means the Director of City's Aviation Department or his designee.

1.6 "FAA" means the Federal Aviation Administration.

1.7 "General Conditions" means the General Conditions for City of San Antonio Construction Contracts document used in conjunction with this Agreement that states the minimum performance requirements of Contractor, as well as the rights and responsibilities of both City and Contractor. Both Contractor and City are bound to the terms and conditions of these General Conditions.

1.8 "Plans and Specifications" means the construction documents.

1.9 "Project" means the specific construction materials testing services for which a Finalized Task Order is negotiated and executed by both Parties hereto.

1.10 "Proposal" means Contractor's Proposal to provide services for this Project.

1.11 "SAMSA" means the San Antonio Metropolitan Statistical Area or Relevant Marketplace, which collectively is comprised by Bexar County and the seven (7) surrounding counties of Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson.

1.12 "SAWS" means the San Antonio Water System, Inc.

1.13 "Schedule of Values" means the values allocated to materials and various portions of the work, prepared in such form, and supported by such data to substantiate its accuracy as City may require.

1.14 "Scope of Services" means the services described in Article IV Scope of Services.

1.15 "Services" means those services described in the Scope of Services as set out in a Finalized Task Order.

1.16 "Total Compensation" means the Not-to-Exceed amount of this Agreement.

1.17 "Finalized Task Order" means a written agreement, executed by both and made a part of this Agreement, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.

1.18 "Task Order Request" means a request to Contractor to submit a Proposal for a specific Project as further defined herein.

ARTICLE II.
COMPENSATION

2.1 The Compensation for all services included in this Agreement **SHALL NOT EXCEED SIX HUNDRED THOUSAND DOLLARS AND NO/100 CENTS ($600,000.00).** Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined solely by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Contractor at any time Contractor is in default under this Agreement.

2.2 Contractor shall submit a Proposal for each Project that City requests to be performed under this Agreement. City either will approve or disapprove each Proposal. City's approval shall be evidenced by the Finalized Task Order executed by both parties. Finalized Task Orders shall be numbered sequentially starting with number one (1) and must reference this Agreement. Each Finalized Task Order will become a part of this Agreement.

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

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

2.3 Each Task Order amount shall be based on the scope of services for a particular Project and will be based on the pre-priced tasks, unit prices, and/or hourly rates included in Exhibit 1, Fee Schedule, attached hereto, incorporated herein and made a part of this Agreement.

2.4 Reimbursable Expenses (If Applicable)

When authorized by City in writing, Contractor will be entitled to reimbursement at actual incurred cost without markup for services and related expenses for the following items:

2.4.1 Travel outside SAMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Contractor's performance of Service under this Agreement and must comply with the Aviation Department Consultant and Contractor Reimbursable Expense Policy, Exhibit 4 hereto. Travel costs are limited to the per diem rates set annually by the Federal

Government's General Services Administration. Contractor shall proved detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Finalized Task Order issued. Kindly note that City does not pay for Contractor's travel within SAMSA.

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

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

2.4.4 City will not pay markups for Subcontractor work. There shall be no markup on reimbursables from Subcontractors.

ARTICLE III.
METHOD OF PAYMENT

3.1 Contractor shall submit invoices no more than once monthly. Payments to Contractor shall be in the amount shown on the invoices consistent with the Finalized Task Order and its supporting documentation submitted and shall be subject to City's approval. All services shall be performed to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and/or which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service as set out in Contractor's Fee Schedule in Exhibit 1 hereto, and the Finalized Task Order.

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

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

FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONTRACTOR.

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

3.5 Project Close Out and Final Payment:

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

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

3.5.2.1 delays in the performance of Contractor's work;

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

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

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

3.5.2.5 damage to City; or

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

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

3.5.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any phase of work or as final compensation or regarding any amount that may be withheld by City, Contractor shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided in the Agreement documents for the resolution of such dispute. In the event Contractor does not initiate and follow the claims procedures provided in the Agreement documents in a timely manner and as required by the terms thereof, any such claim shall be deemed waived by Contractor.

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

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

3.5.3.4 Contractor agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. In the event that a dispute arises over any aspect of Work performed by Contactor within the four (4) years after completion of Services provided under this Agreement, Contractor shall retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after final resolution of any dispute. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records and shall have the right to audit same.

ARTICLE IV.
SCOPE OF SERVICES

4.1 Contractor understands, accepts and agrees that City has entered or may enter into multiple On-Call Construction Materials Testing Agreements with other contractors and City has the authority to assign services under this and other Agreements at its sole discretion. As stated in Article II herein, Contractor understands, accepts and agrees that City makes no minimum guarantees with regard to the amount of work, if any, which Contractor may be extended under this Agreement.

4.2 This Agreement is an On-Call Agreement or indefinite delivery agreement for on-call construction materials testing and other such services that are required for Contractor to provide or are associated with on-call construction materials testing and specific requirements as to location, conditions, procedures and associated services pertaining to a Project, shall be negotiated and set out in individual Finalized Task Orders for each request, which Finalized Task Orders shall be incorporated into and shall become a part of this Agreement.

4.3 Contractor shall provide all labor, equipment and transportation necessary to complete all services, agreed to by Finalized Task Order by Contractor pursuant to this Agreement, in a timely manner throughout the term of this Agreement. Additionally, Contractor shall provide staff for regular, overtime, night, weekend and holiday service, as requested or required by City. Persons retained by Contractor to perform work pursuant to this Agreement shall be employees or Subcontractors of Contractor.

4.4 Immediately upon City Council approval of this Agreement, Contractor shall, at Contractor's expense, obtain 1) Airport Personnel Identification Badges for each employee who may perform work hereunder, and 2) Airfield Driver's Licenses, as needed, for employees that may have a need to operate a vehicle within the Airport Operations Area. Contractor, at its own expense, shall maintain sufficient staff security clearances, badges and driving operator licenses to be able to initiate CMT Services in a timely manner upon issuance of a notice to proceed.

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

4.6 Contractor, in consideration for the compensation herein provided, shall render the professional services described in this Section IV necessary for the advancement of the Project to Final Completion.

4.7 Contractor shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in each authorized Finalized Task Order, in accordance with the Contractor's Fee Schedule in Exhibit 1 hereto.

4.8 All services and work performed under this Agreement must be conducted in full conformance with the provisions of this Agreement and be in compliance with all FAA requirements and the American Society for Testing and Material ("ASTM") standards. Additionally, Contractor shall only use testing laboratory(ies) which comply with all applicable FAA requirements and ASTM standards.

4.9 For all tests performed pursuant to this Agreement, Contractor shall promptly deliver to Department, within such timeframe required to avoid any delay in construction progress, two (2) paper copies and one (1) electronic copy in Adobe PDF format on a compact disc of all reports, on the testing laboratory's letterhead and signed by a Professional Engineer or appropriate licensed Professional, of the test results which include:

a. The Project name,
b. Date(s)/time(s)/location(s) of service,
c. Report Identification Number,
d. Type and quantity of tests performed
e. Test Results
f. Standards Controlling the Test(s)
g. Compliance or noncompliance with the specifications
h. Any extenuating circumstances affecting the test(s) or result(s)
i. Observations to include service time chargeable to delays and rescheduling.
j. If manpower is involved, provide names, job classification and hours.
k. Number of trips with work performed on the Project.
l. Name of person who ordered the test(s).
m. Identify any and all re-test services.

4.10 Contractor is responsible for ensuring that at the end of each Project, the construction materials testing lab uses test results to follow FAA Section 110, Method of Estimating Percentage of Material within Specification Limits (PWL) to provide a table on concrete and asphalt, if applicable.

4.11 Contractor's Fee Schedule, which includes pre-priced tasks, unit prices and/or hourly rates, is incorporated by reference herein, attached hereto and labeled as Exhibit 1.

ARTICLE V.
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the San Antonio City Council and the execution by both parties and shall remain valid for the period of five (5) years.

5.2 Time is of the essence of this Agreement. Contractor shall perform and complete its obligations for the various Projects under Article IV herein in a prompt and continuous manner so as to not delay the development of the design services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City and construction contractor. If, upon review of Finalized Task Orders, corrections, modifications, alterations or additions are required of Contractor, these items shall be completed by Contractor before that Finalized Task Order is approved.

5.3 Contractor shall not proceed with the next appropriate Finalized Task Order without written authorization from City. City may elect to discontinue Contractor's services at any time. However, if circumstance dictates, City may make adjustments to the scope of Contractor's obligations at any time to achieve the required services.

5.4 Contractor shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Contractor's reasonable control. Within twenty one (21) days from the occurrence of any such event, for which time for performance by Contractor shall be significantly extended under this provision, Contractor shall give written notice thereof to City stating the

reason for such extension and the actual or estimated time thereof. If City determines that Contractor is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement and/or deny Contractor's request for an extension.

5.5 This Agreement, and all Finalized Task Orders issued prior to the expiration of this Agreement shall remain valid for a period which reasonably may be required for the completion of all Projects, including any extra work and any required extensions thereto, unless discontinued as provided for elsewhere in this Agreement.

ARTICLE VI.
PROJECT SERVICES REQUEST PROCESS

6.1 Necessary on-call construction materials testing work requirements shall be established with each Project-specific Finalized Task Order.

6.2 When City has a Project for which it desires to procure on-call construction materials testing services, City shall notify Contractor by issuing a Task Order Request. Each Task Order Request shall include, at a minimum: name of Project, location of Project, copies of or access to Project documentation (such as specifications, environmental reports, drawings, etc.) needed by Contractor to prepare a Proposal, Project schedule and any specific deadlines for performance of on-call construction materials testing services, and a deadline for providing City with a Proposal based on the above.

6.3 Contractor shall prepare and submit to City, within the timeline stated in a Task Order Request, a Proposal for the requested services which will include, at minimum: Scope of Services; specific staffing; an estimate of task cost, based on rates and fees set out in Exhibit 1. Contractor shall submit the Proposal in editable electronic format to the City. By submitting a Proposal, Contractor agrees to perform the requested service(s) within the time stated in the Task Order Request.

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

6.5 The Director or his/her designee has the authority to execute a Finalized Task Order on behalf of City, so long as such finalized Task Order does not exceed the total Agreement value and funds are provided for in the Project budget as allocated by City Council.

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

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

6.8 Each Finalized Task Order shall be incorporated herein for all purposes. Each Finalized Task Order shall be numbered sequentially, starting with number one (1) and must reference this Agreement.

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

ARTICLE VII.
COORDINATION WITH THE CITY

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

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

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

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

ARTICLE VIII.
REVISIONS TO DOCUMENTS

Contractor shall make, without expense to City, such revisions to the drawings, reports or other documents as may be required to meet the needs of City and which are within the Scope of Services. After the approval of reports or other documents by City, any City request for revisions, additions or other modifications which involve extra Contractor services and expenses shall be by means of a negotiated Finalized Task Order

ARTICLE IX.
OWNERSHIP OF DOCUMENTS

9.1 All documents not related to any Task performed by Contractor, including drawings, estimates, specifications and all other documents and data previously owned by Contractor, shall remain the property of Contractor as instruments of service. However, it is to be understood that City shall have free access to all such information and City retains the right to make and retain copies of drawings, estimates, specifications and all other documents and data of Contractor. Any reuse by City of any Contractor drawings, estimates, specifications and any other documents and data previously owned by Contractor, without specific written verification or adaptation by Contractor will be at City's sole risk and without liability or legal exposure to Contractor.

9.2 Contractor acknowledges and agrees that City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of a Task and this Agreement and said information shall be used as City desires. Any and

all documents, including the original drawings, estimates, specifications and all other documents and data shall be delivered to City, at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use. City will be providing reports developed pursuant to this Agreement to the FAA.

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

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

9.5 Contractor may make copies of any and all documents and items for its files. Contractor shall have no liability for changes made to or use of the drawings, specifications and other documents by Architects and/or Engineers or other persons, subsequent to the completion of the Project. City requires that Contractor appropriately mark all changes or modifications on all drawings, specifications and other documents by Architects and/or Engineers or other persons, including electronic copies, subsequent to the completion of the Project.

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

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

ARTICLE X.
TERMINATION AND/OR SUSPENSION

10.1 Termination Without Cause.

10.1.1 This Agreement may be terminated by City without cause, prior to Director giving Contractor written notice to proceed, should Director, in his sole discretion, determine that it is not in City's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Contractor.

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

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

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

10.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 10.1.3 of this clause.

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

10.1.7 This Agreement may be terminated by the Contractor, at any time after issuance of the Director's notice to proceed, upon sixty (60) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

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

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

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

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

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

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

10.3.5 Contractor 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) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Contractor's assets or properties: or

10.3.6 Contractor fails to comply in any respect with the insurance requirements set forth in this Agreement.

10.4 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.

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

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

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

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

10.9 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 Contractor for any default hereunder or other action.

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

10.11 Contractor's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Contractor shall have the right to terminate this Agreement. Contractor may exercise this right to terminate by issuing a written Notice of Termination to the City, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by City and such termination shall be subject to all the requirements set out in Paragraphs 8.5 and 8.6 above, related to the Orderly Transfer and Fee Payment.

10.12 Procedures Upon Receipt of Notice of Suspension.

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

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

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

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

10.12.5 Any documents prepared in association with this Agreement shall be delivered to City by Contractor, as a pre-condition to final payment, within thirty (30) calendar days after receipt by City of Contractor's notice of termination.

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

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

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

ARTICLE XI.
CONTRACTOR'S WARRANTY

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

ARTICLE XII.
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

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

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

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

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

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

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

12.7 Contractor shall not terminate for convenience a DBE sub-consultant submitted with the proposal and approved by the City or the Aviation Department (or an approved substitute DBE firm) and then perform the work of the terminated sub-consultant with its own forces or those of an affiliate, without prior written permission by the City.

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

12.9 The Contractor shall comply with the DBE Compliance and Enforcement Policy attached hereto as Exhibit 2.

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

ARTICLE XIII.
ASSIGNMENT OR TRANSFER OF INTEREST

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

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

13.3 Contractor 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 the terms hereof.

ARTICLE XIV.
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any Task or work under this Agreement, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to City's Aviation Department, which clearly shall be labeled "On-Call Construction Material Testing Services" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as Contractor's proof of insurance. The certificate(s) or form must have the agent's signature, phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee other than City's Risk Manager shall have authority to waive this requirement.

14.2 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.

14.3 Contractor's financial integrity is of interest to City. Therefore, subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of not less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations * b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $5,000,000 per occurrence (to include AOA access)

5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

14.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. 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.

14.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Planning & Development Department
9800 Airport Boulevard
San Antonio, Texas 78216

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

14.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any

payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

ARTICLE XV.
INDEMNIFICATION

15.1 Contractor, whose work product is the subject of this Agreement for professional 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 reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONTRACTOR'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the rights or duties under this AGREEMENT.

15.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

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

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

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

ARTICLE XVI.
CLAIMS AND DISPUTES

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

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

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

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

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

16.5.1 No consequential damages will be allowed.

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

16.5.3 No profit will be allowed on any damage claim.

16.6 NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

16.7 Alternative Dispute Resolution.

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

16.7.2 Before invoking mediation or any other alternative dispute process set forth herein, the parties hereto agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute, the parties then shall proceed with mediation. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

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

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

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

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

ARTICLE XVII.
SEVERABILITY

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

ARTICLE XVIII.
INTEREST IN CITY CONTRACTS PROHIBITED

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

18.2 Contractor acknowledges that it is informed that the Charter of 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 the City-owned utilities. Contractor's officer(s) or employee(s) 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 Agreement or sale:

a. a City officer or employee;

b. a City officer or employee's parent, child or spouse;

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

d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

ARTICLE XIX.
CONFLICTS OF INTEREST DISCLOSURE

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

a. being in a partnership or joint venture with a City officer or employee;

b. having a contract with a City officer or employee;

c. being joint owners of a business with a City officer or employee;

d. owning at least ten percent (10%) of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or

e. having an established business relationship with a City Officer or employee as a client or customer.

ARTICLE XX.
STANDARD OF CARE/LICENSING

20.1 Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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

ARTICLE XXI.
RIGHT OF REVIEW AND AUDIT

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

sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

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

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

ARTICLE XXII.
ENTIRE AGREEMENT

This Agreement, and all Exhibits attached to and incorporated herein, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either oral or written.

ARTICLE XXIII.
VENUE

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS AND COURT DECISIONS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

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

ARTICLE XXIV.
NOTICES

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

If intended for City to:	If intended for Contractor, to:
Aviation Department	**ARIAS & ASSOCIATES**
Attention: Planning & Development Division	**Attention: Christopher M. Szymczak, P.E.**
9800 Airport Boulevard	**142 Chula Vista**
San Antonio, Texas 78216	**San Antonio, Texas 78232**

ARTICLE XXV.
INDEPENDENT CONTRACTOR

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

ARTICLE XXVI.
CAPTIONS

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

ARTICLE XXVII.
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.

ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY

Contractor 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, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.

ARTICLE XXIX.
AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Contractor. The Director shall have the authority to execute amendments that require up to $25,000.00 in increased cost on behalf of the City without further action by the San Antonio City Council, subject to appropriation of funds for the increase in cost. Any other change will require approval of the City Council by passage of an ordinance therefore.

ARTICLE XXX.
FAMILIARITY WITH LAW AND CONTRACT TERMS

30.1 Contractor represents that, prior to signing this Agreement; Contractor has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, regulations and FAA Advisory Circulars and guidelines, and all of the terms and conditions of this Agreement and will comply therewith.

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.

ARTICLE XXXI.
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.

ARTICLE XXXII.
NON-WAIVER OF PERFORMANCE

32.1 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.

32.2 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.

ARTICLE XXXIII.
RELATIONSHIP OF THE PARTIES

33.1 Contractor accepts the relationship of trust, good faith and fair dealing established by this Agreement and shall cooperate with the City in furthering the City's interests. The Contractor accepts this relationship of trust and confidence established with the City and covenants with the City to furnish the Contractor's professional skill and judgment in furthering the interests of the City. The Contractor shall furnish consulting services as set forth herein and shall use the Contractor's professional efforts to perform the services in an expeditious and economical manner consistent with the interests of the City. The Contractor will perform the required services consistent with sound and generally accepted consulting practices, exercising the degree of skill, care and judgment consistent with such practices in San Antonio, Texas.

33.2 Contractor shall require each sub-consultant, to the extent of the Services to be performed by the sub-consultant, to be bound to Contractor by the terms of the Agreement, and to assume toward Contractor all the obligations and responsibilities that Contractor, by this Agreement, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Agreement with respect to the Services to be performed by the Sub-consultant so that subcontracting thereof will not prejudice such rights.

ARTICLE XXXIV.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

34.1 By execution of this Agreement, the undersigned authorized representative of Contractor certifies, and the City relies thereon, that neither Contractor., 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).

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

34.3 Contractor'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.

ARTICLE XXXV.
AIRPORT SECURITY

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

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

35.3 Gates and doors located in and around the Airport Premises utilized by Contractor that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Contractor at all times when not in use, or under Contractor's constant security surveillance. Gate or door

malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

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

IN WITNESS WHEREOF, the City of San Antonio lawfully has caused these present to execute this Agreement by the hand of the City Manager, or designee; Contractor, acting by the hand of DEXTER BACON, P.E. thereunto authorized, does now sign, execute and deliver this document.

Executed on this _____ day of _____, A. D._____ .

CITY OF SAN ANTONIO

_____
Ed Belmares
Assistant City Manager

ARIAS & ASSOCIATES

_____
Dexter Bacon, P.E.
Senior Vice President

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT 1

FEE SCHEDULE

GENERAL COMPENSATION PROVISIONS

The following General Compensation Provisions will apply:

Depending upon the Project Task Order, Consultant may propose to invoice the City for the following:

a. Hours
b. Tests
c. Equipment
d. Expenses

Hours will include time for all labor required to perform CMT Services. Such labor will be billed at the rates mutually agreed upon and incorporated into this Agreement.

A work week shall be defined as beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on the following Sunday. Overtime shall be defined as any hours worked by a single individual in excess of 40 hours within a single work week. Overtime shall be defined as 1.5 times the approved regular hourly rate.

Consultant will charge the City only for actual, documented hours worked, rounded to the nearest ¼ hour, and will not charge for Consultant employee lunch or break times, even if employee is located at a Project site.

In the event that a rain day is called by Construction Contractor of a Project, Consultant shall only invoice City for hours actually worked/ traveled on the Project, tests performed, equipment used and expenses incurred that day. In no event will City compensate Consultant for delays or work stoppages of any nature that are outside of the control of the City.

Equipment used in connection with a Project may be billed at the rates mutually agreed upon and incorporated into this Agreement.

Expenses which are: (1) specifically identified and agreed to within a Finalized Task Order, and (2) actually incurred and sufficiently documented in connection with a Task Order, shall be invoiced at cost, plus a Fixed Fee (10%). Such Expenses may include, but are not limited to, the following:

- Any services directly applicable to the Project, such as special consultant or subcontractor services that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable communication expenses applicable to a Project, such as long distance telephone, facsimile, telegraphy, cable, express delivery, charges, postage, and similar costs that are not applicable to Consultant's general correspondence and/or operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable processing and reproduction costs applicable to a Project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

Allowable travel, pre-approved in writing by the City, and other expenses shall be invoiced at the actual cost incurred without mark-up and must be in compliance with the Aviation Department Consultant & Contractor Reimbursable Expense Policy, Exhibit 4 hereto to be eligible for reimbursement. City reserves the right to request such additional information as the City deems necessary to support the invoiced charges.

Consultant may not invoice for any work associated with the Project Task Order Request Process, including development of Proposed Task Order and its negotiations.

The rates and charges set out herein shall apply throughout the term of the contract.

Consultant's Overhead & GA Rate: 198.64%

Consultant's Fixed Fee on Labor & Overhead: 10% (Not allowed on anything else.)

ARIAS & ASSOCIATES, INC.

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
VERTICAL TESTS*				
1	Design Strengths of Materials	1706		Project Specific
2	Alternative Test Procedures	1707		Project Specific
3	Test Safe Load	1708		Project Specific
4	In-Situ Load Test	1709		Project Specific
5	Preconstruction Load Tests	1710		Project Specific
6	Material & Test Standards	1711		Project Specific
7	Steel Construction / Material Verification of High-strength Bolts, Nuts & Washers		Hr.	$29.20
8	Steel Construction / Inspection of High Strength Bolting		Hr.	$29.20
9	Steel Construction/ Material Verification of Structural Steel		Hr.	$29.20
10	Steel Construction / Material Verification of Weld Filler Materials		Hr.	$29.20
11	Steel Construction / Inspection of Welding - Structural Steel		Hr.	$29.20
12	Steel Construction / Inspection of Welding - Reinforcing Steel		Hr.	$29.20
13	Steel Construction / Inspection of Steel Frame Joint Details for Compliance with Approved Construction Documents		Hr.	$29.20
14	Concrete Construction / Inspection of Reinforcing Steel (including Pre-stressing tendons and placement)		Hr.	$19.97
15	Concrete Construction / Inspection of Reinforcing Steel Welding (in accordance with Table 1704.3, Item 5 b)		Hr.	$19.97
16	Concrete Construction / Inspection of bolts to be installed in concrete prior to and during the placement concrete where allowable loads have been increased.		Hr.	$19.97
17	Concrete Construction / Verification on use of required design mix		Hr.	$19.97
18	Concrete Construction / At the time fresh concrete is sampled to fabricate specimens for strength test, perform slump and air content tests, and determine the temperature of concrete		Hr.	$14.53
19	Concrete Construction / Inspection of concrete and shot Crete placement for proper application techniques		Hr.	$19.97
20	Concrete Construction / Inspection for maintenance of specified curing temperature and techniques		Hr.	$19.97
21	Concrete Construction / Inspection of pre-stressed concrete (application of stressing forces)		Hr.	$19.97
22	Concrete Construction / Inspection of pre-stressed concrete (Grouting of bonded pre-stressing tendons in the seismic-force-resisting system)		Hr.	$19.97
23	Concrete Construction / Erection of precast concrete members		Hr.	$19.97
24	Concrete Construction / Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs		Hr.	$19.97
25	Concrete Construction / Inspection formwork for shape, location and dimensions of the concrete member being formed		Hr.	$19.97
FAA HORIZONTAL TESTS				
1	10 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	ASTM D6938	Ea.	$20.00
2	07 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method	ASTM D1556	Ea.	$36.00
3	08 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method	ASTM D2167	Ea.	$55.00
4	06 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates	ASTM C136	Ea.	$75.00
5	63 (2007) Standard Test Method for Particle-Size Analysis of Soils	ASTM D422	Ea.	$90.00
6	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12400 ft-lbf/ft³ (600 kN-m/m³)	ASTM D698	Ea.	$200.00
7	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)	ASTM D1557	Ea.	$225.00

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
FAA HORIZONTAL TESTS				
8	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665	Hr.	$14.53
9	04 Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	ASTM C117	Ea.	$65.00
10	09 Standard Practice for Sampling Aggregates	ASTM D75 / D75M	Hr.	$14.53
11	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665	Hr.	$14.53
12	11 Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures	ASTM D558	Ea	$200.00
13	06 Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	Set of 3	$125.00
14	11 Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	ASTM D3203 / D3203M	Set of 3	$75.00
15	11 Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	ASTM D2726	Set of 3	$75.00
16	07e1 Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples	ASTM D1188	Set of 3	$85.00
17	06 Standard Test Method for Density, Absorption, and Voids in Hardened Concrete	ASTM C642	Ea.	$40.00
18	10 Standard Practice for Sampling Freshly Mixed Concrete	ASTM C172 / C172M	Hr.	$14.53
19	12 Standard Practice for Making and Curing Concrete Test Specimens in the Field	ASTM C31 / C31M	Hr.	$14.53
20	10 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78 / C78M	Ea.	$38.00
21	12 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens	ASTM C39 / C39M	Ea.	$18.00
22	10 Standard Specification for Structural Clay Load-Bearing Wall Tile (Set of 5)	ASTM C34	Ea.	$200.00
23	12 Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores (2 man crew)	ASTM C174 / C174M	Hr.	$33.80
24	11 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications	ASTM D2321	Hr.	$47.56
25	Grade Tolerance – Straightedge		Hr.	$14.53
26	Thickness – Physical Measurement, Depth Test or Sample holes		Hr.	$14.53
27	10 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils (Atterberg Limit)	ASTM D4318	Ea.	$90.00
28	Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials	ASTM C92 - 95 (2010)	Ea.	$75.00
29	10a Standard Test Method for Slump of Hydraulic-Cement Concrete	ASTM C143 / C143M	Hr.	$14.53
30	11 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete	ASTM C1064 / C1064M	Hr.	$14.53
31	09 Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C535	Ea.	$275.00
32	11 Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures	ASTM D2041 / D2041M	Ea.	$100.00
COSA HORIZONTAL TESTS				
1	Preparing Soil and Flexible Base Materials for Testing	Tex-101-E	Hr.	$13.97
2	Determining Moisture Content in Soil Materials	Tex-103-E	Ea.	$10.00
3	Determining Liquid Limits of Soils	Tex-104-E	Ea.	$90.00
4	Calculating the Plasticity Index of Soils	Tex-106-E		
5	Determining the Bar Linear Shrinkage of Soils	Tex-107-E	Ea.	$50.00
6	Particle Size Analysis of Soils	Tex-110-E	Ea.	$90.00
7	Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	Ea.	$225.00
8	Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	Ea.	$200.00
9	Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	Ea.	$20.00

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
COSA HORIZONTAL TESTS				
10	Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	Ea.	$200.00
11	Soil / Base -Cement Testing (Mixed at site by others)	Tex-120-E	Ea.	$200.00
12	Soil / Base -Cement Testing (Mixed & molded in Lab)	Tex-120-E	Ea.	$200.00
13	Soil-Lime Testing	Tex-121-E	Ea.	$600.00
13a	Soil-Lime Testing - Base	Tex-121-E, Part I	Ea.	Included in Item 13 above
13b	Soil-Lime Testing	Tex-121-E, Part II	Ea.	Included in Item 13 above
13c	Soil-Lime Testing	Tex-121-E, Part III	Ea.	Included in Item 13 above
14	Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E		N/A
15	Slurry Testing	Tex-130-E	Ea.	$35.00
16	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	Ea.	$75.00
17	Design of Bituminous Mixtures	Tex-204-F	Ea.	$2,000.00
18	Determining Density of Compacted Bituminous Mixtures	Tex-207-F	Set of 3	$85.00
19	Recovery of Asphalt from Bituminous Mixtures by the Abson Process	Tex-211-F	Ea.	$120.00
20	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	Ea.	$30.00
21	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	Ea.	$75.00
22	Sampling Bituminous Mixtures	Tex-222-F	Hr.	$16.90
23	Indirect Tensile Strength Test	Tex-226-F	Set of 3	$500.00
24	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	Ea.	$100.00
25	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex 236-F (ASTM D6307)	Ea.	$150.00
26	Determining Optimum Residual Asphalt Content (RAC) for Polymer-Modified Slurry Seal (Microsurfacing) Mixtures	Tex-240-F		N/A
27	Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	Set of 2	$100.00
28	Hamburg Wheel-Tracking Test	Tex-242-F	Ea.	$575.00
29	Tack Coat Adhesion	Tex-243-F	Ea.	$300.00
30	Thermal Profile of Hot Mix Asphalt	Tex-244-F	Ea.	$200.00
31	Determining Flat and Elongated Particles	Tex-280-F	Ea.	$100.00
32	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	Tex-400-A (ASTM D2041)	Hr.	$14.53
33	Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	Ea.	$75.00
34	Fineness Modulus of Fine Aggregate	Tex-402-A	Ea.	$75.00
35	Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test For Concrete Aggregates)	Tex-406-A	Ea.	$65.00
36	Sampling Freshly Mixed Concrete	Tex-407-A	Hr.	$14.53
37	Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	Ea.	$60.00
38	Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	Ea.	$275.00
39	Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	Ea.	$125.00
40	Determining Deleterious Material in Mineral Aggregate	Tex-413-A	Ea.	$75.00
41	Air Content of Freshly Mixed Concrete by the Volumetric Method	Tex-414-A	Hr.	$14.53
42	Slump of Hydraulic Cement Concrete	Tex-415-A	Hr.	$14.53
43	Air Content of Freshly Mixed Concrete by the Pressure Method	Tex-416-A	Hr.	$14.53
44	Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A (ASTM C39)	Ea.	$18.00
45	Measuring Temperature of Freshly Mixed Portland Cement Concrete	Tex-422-A	Hr.	$14.53
46	Determining Pavement Thickness by Direct Measurement	Tex-423-A	Hr.	$14.53
47	Obtaining and Testing Drilled Cores of Concrete (2 man crew)	Tex-424-A	Hr.	$33.80
48	Estimating Concrete Strength by the Maturity Method	Tex-426-A	Mix	$1,750.00
49	Correlating Concrete Strength Tests	Tex-427-A	Mix	$850.00
50	Slump Loss of Hydraulic Cement Concrete	Tex-430-A	Hr.	$14.53
51	Measuring Texture Depth by the Sand Patch Method	Tex-436-A	Ea.	$45.00
52	Initial Time of Set of Fresh Concrete	Tex-440-A	Ea.	$85.00
53	Making and Curing Concrete Test Specimens	Tex-447-A	Hr.	$14.53

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
COSA HORIZONTAL TESTS				
54	Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	Ea.	$38.00
55	Determining Crushed Face Particle Count	Tex-460-A	Ea.	$100.00
56	Degradation of Coarse Aggregate by Micro-Deval Abrasion	Tex-461-A	Ea.	$150.00
57	Uniformity of Concrete	Tex-472-A	Hr.	$14.53
58	Asphalt, Oils and Emulsions (with sampling and travel charges)	Tex-500-C	Ea.	$680.00
59	Testing Pre-Molded Joint Fillers for Concrete	Tex-524-C	Ea.	$95.00
60	Tests for Asphalt and Concrete Joint Sealers	Tex-525-C	Ea.	$500.00
61	Test for Cold Applied Plastic Asphalt Sewer Joint Compound	Tex-526-C	Ea.	$500.00
62	Effect of Water on Bituminous Paving Mixtures	Tex-530-C	Ea.	$125.00
63	Sampling and Testing Lime	Tex-600-J	Hr.	$16.90
64	Acid Insoluble Residue for Fine Aggregate	Tex-612-J	Hr.	$16.90
65	Sampling and Testing Epoxy Coated Reinforcing Steel	Tex-739-I		N/A
66	Asphalt Cores of In-place Asphalt Paving (2 man crew)	ASTM D3549	Hr.	$33.80
67	Los Angeles Abrasion Test	ASTM C131	Ea.	$275.00
68	Asphaltic Concrete Extraction, Gradation, Bitumen Content, Stability, Laboratory Density, and Rice Gravity		Ea.	$600.00
69	Slurry Seal Testing (Field Measurement of slurry seal application)		Ea.	$225.00
70	Inspection/ Sampling at Pre-cast Manufacturer		Hr.	$19.97
71	Proofrolling Observations		Hr.	$14.53
72	Lime Stabilized Subgrade and Base Course Thickness Checks		Hr.	$14.53
73	Aggregate Base Course Analysis (Field Gradations)		Ea.	$75.00
74	Concrete Placement Observation		Hr.	$14.53
75	Concrete Compression Check		Ea.	$18.00
76	Reinforcing Steel Observation		Hr.	$19.97
77	California Bearing Ratio (CBR)	ASTM D4429	Ea.	$500.00
78	Texas Triaxial Test (Part 1)	Tex-117-E	Ea.	$1,500.00
79	Texas Triaxial Test (Part 2)	Tex-117-E	Ea.	$1,250.00
80	Compression Testing of Mortar Cubes (2x2)	Tex-442-A	Ea.	$24.00
81	Compression Testing of Grout Prisms (3.5 x 3.5 x 7)	ASTM C1314	Ea.	$30.00
82	Curing, Capping & Compressive Strength Testing of Concrete Core		Ea.	$30.00
83	Concrete Masonry Unit Compressive Strength	ASTM C1314	Ea.	$135.00
84	Concrete Masonry Prism Compressive Strength		Ea.	$30.00
85	Concrete Mix Design		Ea.	$1,000.00
86	Concrete Mix Design Verification		Ea.	$700.00
87	Grout Mix Design		Ea.	$900.00
88	Grout Mix Design Verification		Ea.	$600.00
89	Mortar Mix Design		Ea.	$900.00
90	Mortar Mix Design Verification		Ea.	$600.00
91	Hot Mix Asphalt / Maximum Theoretical Specific Gravity		Ea.	$100.00
92	Hot Mix Asphalt / Extraction (Solvent Method)	Tex-210-F	Ea.	$190.00
93	Hot Mix Asphalt / Gradation	ASTM 6913	Ea.	$75.00
94	Hot Mix Asphalt / Stability	Tex-208	Set of 3	$125.00
95	Hot Mix Asphalt / Bulk Specific Gravity	ASTM D2041	Ea.	$100.00
96	Hot Mix Asphalt / Molding Specimen	AASHTOT312	Set of 3	$175.00
97	Hot Mix Asphalt / Mix & Molding of Specimen	AASHTOT312	Set of 3	$200.00
98	Asphalt Content Test (Ignition Oven Method)		Ea.	$135.00
99	Hot Mix Asphalt / Sand Equivalent Test	Tex-203-F (ASTM D2419)	Ea.	$85.00
100	Hot Mix Asphalt / Mix Design Verification		Ea.	$1,300.00
101	Hot Mix Asphalt / Core Density		Ea.	$85.00
102	Hot Mix Asphalt / Molded Density		Ea.	$75.00
103	Ride Quality Measurement		Trip	$2,000 (High Speed Profilograph)

* Vertical Tests
  a) Steel Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Steel Construction Table.
  b) Concrete Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Concrete Construction Table.

ARIAS & ASSOCIATES, INC.

JOB CLASSIFICATIONS

		Unit	Unburdened Labor Rate
1	Admin/ Clerical	Hr.	$14.87
2	Certified Welding Inspector	Hr.	$29.20
3	Concrete Technician	Hr.	$14.53
4	Drafting/ DADD	Hr.	$20.93
5	Drilled Pier Technician	Hr.	$16.90
6	Engineer/ Scientist/ Geologist	Hr.	$26.85
7	Engineering Technician/ Soil, Concrete, Masonry	Hr.	$14.53
8	Graduate Engineer/ Project Manager	Hr.	$29.87
9	Hot Mix Asphaltic Concrete Technician	Hr.	$16.90
10	Laboratory Technician	Hr.	$13.97
11	Materials Technician	Hr.	$14.53
12	Principal Engineer/ Sr. Technical Professional	Hr.	$43.39
13	Project Coordinator	Hr.	$43.39
14	Project Manager	Hr.	$32.68
15	Soil Technician	Hr.	$14.53
16	Special Inspection Technician	Hr.	$19.97
17	Sr. Engineer Technician	Hr.	$16.90
18	Sr. Engineer/ Scientist/Geologist	Hr.	$47.56
19	Structural Steel Technician	Hr.	$29.20

EQUIPMENT

		Unit	Rate
1	Concrete Compressive Testing Machine	Day	$100.00
2	Concrete Flexural Beam Breaker	Day	$75.00
3	Coring Bit Wear (Length x Diameter)	Inch/ Diameter	$6.00
4	Coring Equipment (Generator / Coring Rig)	Trip	$125.00
5	Ferra-Scanning Equipment	Trip	$100.00
6	Patching Holes	Ea.	$50.00
7	R-Meter	Trip	$75.00
8	Saw Cut Equipment	Trip	$150.00
9	Swiss Hammer (Rebound Hammer)	Trip	$75.00
10	Vehicle Charge** (4 hours or less)	Day	$100.00
11	Vehicle Charge** (over 4 hours)	Day	$200.00
12	Windsor Probe	Trip	$150.00
13	Windsor Probe Shots	Ea.	$35.00

** Vehicle Charge shall be in lieu of mileage, travel time, wear and tear, and any other expense(s) associated with vehicular travel and use of the vehicle on the job site. Vehicle Charge is limited to one charge dependent upon the amount of time the vehicle is used, either at 4 hours or less, or over 4 hours as applicable, per day per vehicle used for the job regardless of the number of trips to and from the job site or the tests/ services provided during the day. Under no circumstances will Consultant charge mileage, travel time, wear and tear, or any other expense(s) associated with vehicular travel other than a Vehicle Charge as set out herein.

NOTE: In the event that the City requires additional tests to be performed or other types of equipment, for which no rates are set out in the Agreement, Consultant and City shall negotiate and mutually agree upon pricing for such tests or equipment in writing prior to Consultant performing such test.

EXHIBIT 2

DBE COMPLIANCE AND ENFORCEMENT

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

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

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

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

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

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

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

EXHIBIT 3

FEDERAL CONTRACT PROVISIONS – PROFESSIONAL SERVICES CONTRACTS

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

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

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

1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

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

2.1 The 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.

PROVISION 3. DISADVANTAGED BUSINESS ENTERPRISES

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

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

PROVISION 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

4.1 No Federal appropriated funds shall be paid, by or on behalf of the 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.

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

PROVISION 5. ACCESS TO RECORDS AND REPORTS

5.1 The 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.

PROVISION 6. BREACH OF CONTRACT TERMS

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

PROVISION 7. RIGHTS TO INVENTIONS

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

PROVISION 8. TRADE RESTRICTION CLAUSE

8.1 The 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.

8.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a 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.

8.3 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.

8.4 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.

8.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the 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.

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

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

PROVISION 9. TERMINATION OF CONTRACT

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

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

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

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

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

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

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

EXHIBIT 4

Consultant
And
Contractor
Travel, Living & Relocation Expense Policy

SAN ANTONIO
AIRPORT SYSTEM

City of San Antonio

As of 6/2/08

Reimbursable Expense Policy
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Consultant & Contractor Reimbursable Expense Policy

1. GENERAL

1.1 Introduction

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

1.2 Scope

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

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

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

1.3 Policy

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

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

1.4 Definitions

The following definitions apply to this Policy:

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

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

Official Travel Time – For the purposes of computing per diem allowances, official travel starts at the day and time the Contractor employee leaves their home, office, or other authorized point and ends on the day and time the Contractor employee returns home, to the office, or other authorized point. This definition is for computing per diem allowances only and may not be used for billing chargeable Contractor employee hours.

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

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

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

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

1.5 Reimbursements

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

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

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

Entertainment expenses, including alcohol, are not reimbursable.

1.6 Interrupted Itinerary

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

2. Transportation Expenses

2.1 Guideline

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

2.2 Air Travel

Lowest Available Airfare

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

Use of Business or First Class

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

Extended Travel to Save Costs

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

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

2.3 Travel by Private Automobile

Reimbursement for Travel by Private Automobile

Travel by private automobile will only be reimbursed if such travel is for a valid business purpose. When a private automobile is used, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Contractor. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs,

cleaning, detailing, tires, gasoline, or other automobile expense items will not be reimbursed for privately owned automobiles.

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

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

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

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

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

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

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

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

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

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

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

2.6 Ground Transportation

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

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

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

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

3. Living Expenses

3.1 Lodging

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

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

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

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

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

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

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

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

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

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

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

3.4 Incidental Expenses

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

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

3.5 Daily Allowance and Lodging Allowance for Extended Travel

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

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

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

4. Relocation Assistance

4.1 Requirements

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

4.2 Limitations

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

Relocation Assistance Limitations

Personnel Type	*The lower of:*	
Key Position	Actual Allowable Expenses	$10,000 max
Professional Positions	Actual Allowable Expenses	$5,000 max

4.3 Allowable Expenses In General

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

4.4 Travel Expenses by Car

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

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

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

4.5 Household Goods and Personal Effect Expenses

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

4.6 Storage Expenses

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

4.7 Travel Expenses

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

4.8 Non-reimbursable Relocation Expenses

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

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

4.9 Relocation Assistance Recovery

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

5. Miscellaneous Expenses

5.1 General

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

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

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

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

5.2 Telephone Calls

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

Personal phone calls are not reimbursable.

5.3 Local Business Meetings

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

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

6. Travel Expense Settlement

6.1 Reimbursement

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

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

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

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

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

6.2 Right to Audit

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

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ORIGINAL

ON-CALL CONSTRUCTION MATERIALS TESTING SERVICES AGREEMENT

FOR THE SAN ANTONIO AIRPORT SYSTEM

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

This Agreement is made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereafter referred to as "City" and

FUGRO CONSULTANTS, INC.
11009 Osgood
San Antonio, Texas 78233

hereafter referred to as "Contractor", said Agreement being executed by City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by Contractor for on call material testing services, hereinafter set forth.

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ARTICLE I.
DEFINITIONS

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

1.1 "Application for Compensation" means written form for a request from Contractor to be paid for completed work.

1.2 "City" or "Owner" means the City of San Antonio, Texas.

1.3 "Compensation" means amounts paid for services under this Agreement.

1.4 "Contractor" means **FUGRO CONSULTANTS, INC.** and its officers, partners, employees, agents and representatives, and all sub-contractors, if any, as well as all other persons or entities for which Contractor legally is responsible.

1.5 "Director" means the Director of City's Aviation Department or his designee.

1.6 "FAA" means the Federal Aviation Administration.

1.7 "General Conditions" means the General Conditions for City of San Antonio Construction Contracts document used in conjunction with this Agreement that states the minimum performance requirements of Contractor, as well as the rights and responsibilities of both City and Contractor. Both Contractor and City are bound to the terms and conditions of these General Conditions.

1.8 "Plans and Specifications" means the construction documents.

1.9 "Project" means the specific construction materials testing services for which a Finalized Task Order is negotiated and executed by both Parties hereto.

1.10 "Proposal" means Contractor's Proposal to provide services for this Project.

1.11 "SAMSA" means the San Antonio Metropolitan Statistical Area or Relevant Marketplace, which collectively is comprised by Bexar County and the seven (7) surrounding counties of Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson.

1.12 "SAWS" means the San Antonio Water System, Inc.

1.13 "Schedule of Values" means the values allocated to materials and various portions of the work, prepared in such form, and supported by such data to substantiate its accuracy as City may require.

1.14 "Scope of Services" means the services described in Article IV Scope of Services.

1.15 "Services" means those services described in the Scope of Services as set out in a Finalized Task Order.

1.16 "Total Compensation" means the Not-to-Exceed amount of this Agreement.

1.17 "Finalized Task Order" means a written agreement, executed by both and made a part of this Agreement, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.

1.18 "Task Order Request" means a request to Contractor to submit a Proposal for a specific Project as further defined herein.

ARTICLE II.
COMPENSATION

2.1 The Compensation for all services included in this Agreement **SHALL NOT EXCEED SIX HUNDRED THOUSAND DOLLARS AND NO/100 CENTS ($600,000.00).** Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined solely by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Contractor at any time Contractor is in default under this Agreement.

2.2 Contractor shall submit a Proposal for each Project that City requests to be performed under this Agreement. City either will approve or disapprove each Proposal. City's approval shall be evidenced by the Finalized Task Order executed by both parties. Finalized Task Orders shall be numbered sequentially starting with number one (1) and must reference this Agreement. Each Finalized Task Order will become a part of this Agreement.

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

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

2.3 Each Task Order amount shall be based on the scope of services for a particular Project and will be based on the pre-priced tasks, unit prices, and/or hourly rates included in Exhibit 1, Fee Schedule, attached hereto, incorporated herein and made a part of this Agreement.

2.4 Reimbursable Expenses (If Applicable)

When authorized by City in writing, Contractor will be entitled to reimbursement at actual incurred cost without markup for services and related expenses for the following items:

2.4.1 Travel outside SAMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Contractor's performance of Service under this Agreement and must comply with the Aviation Department Consultant and Contractor Reimbursable Expense Policy, Exhibit 4 hereto. Travel costs are limited to the per diem rates set annually by the Federal

Government's General Services Administration. Contractor shall proved detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Finalized Task Order issued. Kindly note that City does not pay for Contractor's travel within SAMSA.

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

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

2.4.4 City will not pay markups for Subcontractor work. There shall be no markup on reimbursables from Subcontractors.

ARTICLE III.
METHOD OF PAYMENT

3.1 Contractor shall submit invoices no more than once monthly. Payments to Contractor shall be in the amount shown on the invoices consistent with the Finalized Task Order and its supporting documentation submitted and shall be subject to City's approval. All services shall be performed to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and/or which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service as set out in Contractor's Fee Schedule in Exhibit 1 hereto, and the Finalized Task Order.

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

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

FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONTRACTOR.

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

3.5 Project Close Out and Final Payment:

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

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

3.5.2.1 delays in the performance of Contractor's work;

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

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

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

3.5.2.5 damage to City; or

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

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

3.5.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any phase of work or as final compensation or regarding any amount that may be withheld by City, Contractor shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided in the Agreement documents for the resolution of such dispute. In the event Contractor does not initiate and follow the claims procedures provided in the Agreement documents in a timely manner and as required by the terms thereof, any such claim shall be deemed waived by Contractor.

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

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

3.5.3.4 Contractor agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. In the event that a dispute arises over any aspect of Work performed by Contactor within the four (4) years after completion of Services provided under this Agreement, Contractor shall retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after final resolution of any dispute. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records and shall have the right to audit same.

ARTICLE IV.
SCOPE OF SERVICES

4.1 Contractor understands, accepts and agrees that City has entered or may enter into multiple On-Call Construction Materials Testing Agreements with other contractors and City has the authority to assign services under this and other Agreements at its sole discretion. As stated in Article II herein, Contractor understands, accepts and agrees that City makes no minimum guarantees with regard to the amount of work, if any, which Contractor may be extended under this Agreement.

4.2 This Agreement is an On-Call Agreement or indefinite delivery agreement for on-call construction materials testing and other such services that are required for Contractor to provide or are associated with on-call construction materials testing and specific requirements as to location, conditions, procedures and associated services pertaining to a Project, shall be negotiated and set out in individual Finalized Task Orders for each request, which Finalized Task Orders shall be incorporated into and shall become a part of this Agreement.

4.3 Contractor shall provide all labor, equipment and transportation necessary to complete all services, agreed to by Finalized Task Order by Contractor pursuant to this Agreement, in a timely manner throughout the term of this Agreement. Additionally, Contractor shall provide staff for regular, overtime, night, weekend and holiday service, as requested or required by City. Persons retained by Contractor to perform work pursuant to this Agreement shall be employees or Subcontractors of Contractor.

4.4 Immediately upon City Council approval of this Agreement, Contractor shall, at Contractor's expense, obtain 1) Airport Personnel Identification Badges for each employee who may perform work hereunder, and 2) Airfield Driver's Licenses, as needed, for employees that may have a need to operate a vehicle within the Airport Operations Area. Contractor, at its own expense, shall maintain sufficient staff security clearances, badges and driving operator licenses to be able to initiate CMT Services in a timely manner upon issuance of a notice to proceed.

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

4.6 Contractor, in consideration for the compensation herein provided, shall render the professional services described in this Section IV necessary for the advancement of the Project to Final Completion.

4.7 Contractor shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in each authorized Finalized Task Order, in accordance with the Contractor's Fee Schedule in Exhibit 1 hereto.

4.8 All services and work performed under this Agreement must be conducted in full conformance with the provisions of this Agreement and be in compliance with all FAA requirements and the American Society for Testing and Material ("ASTM") standards. Additionally, Contractor shall only use testing laboratory(ies) which comply with all applicable FAA requirements and ASTM standards.

4.9 For all tests performed pursuant to this Agreement, Contractor shall promptly deliver to Department, within such timeframe required to avoid any delay in construction progress, two (2) paper copies and one (1) electronic copy in Adobe PDF format on a compact disc of all reports, on the testing laboratory's letterhead and signed by a Professional Engineer or appropriate licensed Professional, of the test results which include:

a. The Project name,
b. Date(s)/time(s)/location(s) of service,
c. Report Identification Number,
d. Type and quantity of tests performed
e. Test Results
f. Standards Controlling the Test(s)
g. Compliance or noncompliance with the specifications
h. Any extenuating circumstances affecting the test(s) or result(s)
i. Observations to include service time chargeable to delays and rescheduling.
j. If manpower is involved, provide names, job classification and hours.
k. Number of trips with work performed on the Project.
l. Name of person who ordered the test(s).
m. Identify any and all re-test services.

4.10 Contractor is responsible for ensuring that at the end of each Project, the construction materials testing lab uses test results to follow FAA Section 110, Method of Estimating Percentage of Material within Specification Limits (PWL) to provide a table on concrete and asphalt, if applicable.

4.11 Contractor's Fee Schedule, which includes pre-priced tasks, unit prices and/or hourly rates, is incorporated by reference herein, attached hereto and labeled as Exhibit 1.

ARTICLE V.
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the San Antonio City Council and the execution by both parties and shall remain valid for the period of five (5) years.

5.2 Time is of the essence of this Agreement. Contractor shall perform and complete its obligations for the various Projects under Article IV herein in a prompt and continuous manner so as to not delay the development of the design services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City and construction contractor. If, upon review of Finalized Task Orders, corrections, modifications, alterations or additions are required of Contractor, these items shall be completed by Contractor before that Finalized Task Order is approved.

5.3 Contractor shall not proceed with the next appropriate Finalized Task Order without written authorization from City. City may elect to discontinue Contractor's services at any time. However, if circumstance dictates, City may make adjustments to the scope of Contractor's obligations at any time to achieve the required services.

5.4 Contractor shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Contractor's reasonable control. Within twenty one (21) days from the occurrence of any such event, for which time for performance by Contractor shall be significantly extended under this provision, Contractor shall give written notice thereof to City stating the

reason for such extension and the actual or estimated time thereof. If City determines that Contractor is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement and/or deny Contractor's request for an extension.

5.5 This Agreement, and all Finalized Task Orders issued prior to the expiration of this Agreement shall remain valid for a period which reasonably may be required for the completion of all Projects, including any extra work and any required extensions thereto, unless discontinued as provided for elsewhere in this Agreement.

ARTICLE VI.
PROJECT SERVICES REQUEST PROCESS

6.1 Necessary on-call construction materials testing work requirements shall be established with each Project-specific Finalized Task Order.

6.2 When City has a Project for which it desires to procure on-call construction materials testing services, City shall notify Contractor by issuing a Task Order Request. Each Task Order Request shall include, at a minimum: name of Project, location of Project, copies of or access to Project documentation (such as specifications, environmental reports, drawings, etc.) needed by Contractor to prepare a Proposal, Project schedule and any specific deadlines for performance of on-call construction materials testing services, and a deadline for providing City with a Proposal based on the above.

6.3 Contractor shall prepare and submit to City, within the timeline stated in a Task Order Request, a Proposal for the requested services which will include, at minimum: Scope of Services; specific staffing; an estimate of task cost, based on rates and fees set out in Exhibit 1. Contractor shall submit the Proposal in editable electronic format to the City. By submitting a Proposal, Contractor agrees to perform the requested service(s) within the time stated in the Task Order Request.

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

6.5 The Director or his/her designee has the authority to execute a Finalized Task Order on behalf of City, so long as such finalized Task Order does not exceed the total Agreement value and funds are provided for in the Project budget as allocated by City Council.

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

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

6.8 Each Finalized Task Order shall be incorporated herein for all purposes. Each Finalized Task Order shall be numbered sequentially, starting with number one (1) and must reference this Agreement.

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

ARTICLE VII.
COORDINATION WITH THE CITY

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

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

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

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

ARTICLE VIII.
REVISIONS TO DOCUMENTS

Contractor shall make, without expense to City, such revisions to the drawings, reports or other documents as may be required to meet the needs of City and which are within the Scope of Services. After the approval of reports or other documents by City, any City request for revisions, additions or other modifications which involve extra Contractor services and expenses shall be by means of a negotiated Finalized Task Order

ARTICLE IX.
OWNERSHIP OF DOCUMENTS

9.1 All documents not related to any Task performed by Contractor, including drawings, estimates, specifications and all other documents and data previously owned by Contractor, shall remain the property of Contractor as instruments of service. However, it is to be understood that City shall have free access to all such information and City retains the right to make and retain copies of drawings, estimates, specifications and all other documents and data of Contractor. Any reuse by City of any Contractor drawings, estimates, specifications and any other documents and data previously owned by Contractor, without specific written verification or adaptation by Contractor will be at City's sole risk and without liability or legal exposure to Contractor.

9.2 Contractor acknowledges and agrees that City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of a Task and this Agreement and said information shall be used as City desires. Any and

all documents, including the original drawings, estimates, specifications and all other documents and data shall be delivered to City, at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use. City will be providing reports developed pursuant to this Agreement to the FAA.

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

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

9.5 Contractor may make copies of any and all documents and items for its files. Contractor shall have no liability for changes made to or use of the drawings, specifications and other documents by Architects and/or Engineers or other persons, subsequent to the completion of the Project. City requires that Contractor appropriately mark all changes or modifications on all drawings, specifications and other documents by Architects and/or Engineers or other persons, including electronic copies, subsequent to the completion of the Project.

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

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

ARTICLE X.
TERMINATION AND/OR SUSPENSION

10.1 Termination Without Cause.

10.1.1 This Agreement may be terminated by City without cause, prior to Director giving Contractor written notice to proceed, should Director, in his sole discretion, determine that it is not in City's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Contractor.

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

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

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

10.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 10.1.3 of this clause.

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

10.1.7 This Agreement may be terminated by the Contractor, at any time after issuance of the Director's notice to proceed, upon sixty (60) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

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

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

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

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

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

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

10.3.5 Contractor 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) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Contractor's assets or properties: or

10.3.6 Contractor fails to comply in any respect with the insurance requirements set forth in this Agreement.

10.4 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.

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

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

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

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

10.9 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 Contractor for any default hereunder or other action.

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

10.11 Contractor's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Contractor shall have the right to terminate this Agreement. Contractor may exercise this right to terminate by issuing a written Notice of Termination to the City, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by City and such termination shall be subject to all the requirements set out in Paragraphs 8.5 and 8.6 above, related to the Orderly Transfer and Fee Payment.

10.12 Procedures Upon Receipt of Notice of Suspension.

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

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

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

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

10.12.5 Any documents prepared in association with this Agreement shall be delivered to City by Contractor, as a pre-condition to final payment, within thirty (30) calendar days after receipt by City of Contractor's notice of termination.

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

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

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

ARTICLE XI.
CONTRACTOR'S WARRANTY

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

ARTICLE XII.
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

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

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

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

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

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

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

12.7 Contractor shall not terminate for convenience a DBE sub-consultant submitted with the proposal and approved by the City or the Aviation Department (or an approved substitute DBE firm) and then perform the work of the terminated sub-consultant with its own forces or those of an affiliate, without prior written permission by the City.

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

12.9 The Contractor shall comply with the DBE Compliance and Enforcement Policy attached hereto as Exhibit 2.

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

ARTICLE XIII.
ASSIGNMENT OR TRANSFER OF INTEREST

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

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

13.3 Contractor 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 the terms hereof.

ARTICLE XIV.
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any Task or work under this Agreement, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to City's Aviation Department, which clearly shall be labeled "On-Call Construction Material Testing Services" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as Contractor's proof of insurance. The certificate(s) or form must have the agent's signature, phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee other than City's Risk Manager shall have authority to waive this requirement.

14.2 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.

14.3 Contractor's financial integrity is of interest to City. Therefore, subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of not less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations * b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $5,000,000 per occurrence (to include AOA access)

5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

14.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. 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.

14.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Planning & Development Department
9800 Airport Boulevard
San Antonio, Texas 78216

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

14.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any

payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

ARTICLE XV.
INDEMNIFICATION

15.1 Contractor, whose work product is the subject of this Agreement for professional 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 reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONTRACTOR'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the rights or duties under this AGREEMENT.

15.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

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

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

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

ARTICLE XVI.
CLAIMS AND DISPUTES

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

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

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

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

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

16.5.1 No consequential damages will be allowed.

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

16.5.3 No profit will be allowed on any damage claim.

16.6 NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

16.7 Alternative Dispute Resolution.

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

16.7.2 Before invoking mediation or any other alternative dispute process set forth herein, the parties hereto agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute, the parties then shall proceed with mediation. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

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

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

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

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

ARTICLE XVII.
SEVERABILITY

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

ARTICLE XVIII.
INTEREST IN CITY CONTRACTS PROHIBITED

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

18.2 Contractor acknowledges that it is informed that the Charter of 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 the City-owned utilities. Contractor's officer(s) or employee(s) 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 Agreement or sale:

a. a City officer or employee;

b. a City officer or employee's parent, child or spouse;

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

d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

ARTICLE XIX.
CONFLICTS OF INTEREST DISCLOSURE

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

a. being in a partnership or joint venture with a City officer or employee;

b. having a contract with a City officer or employee;

c. being joint owners of a business with a City officer or employee;

d. owning at least ten percent (10%) of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or

e. having an established business relationship with a City Officer or employee as a client or customer.

ARTICLE XX.
STANDARD OF CARE/LICENSING

20.1 Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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

ARTICLE XXI.
RIGHT OF REVIEW AND AUDIT

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

sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

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

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

ARTICLE XXII.
ENTIRE AGREEMENT

This Agreement, and all Exhibits attached to and incorporated herein, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either oral or written.

ARTICLE XXIII.
VENUE

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS AND COURT DECISIONS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

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

ARTICLE XXIV.
NOTICES

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

If intended for City to:	If intended for Contractor, to:
Aviation Department	**FUGRO CONSULTANTS, INC.**
Attention: Planning & Development Division	**Attention: Thomas C. Wesling, P.E.**
9800 Airport Boulevard	**11009 Osgood**
San Antonio, Texas 78216	**San Antonio, Texas 78233**

ARTICLE XXV.
INDEPENDENT CONTRACTOR

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

ARTICLE XXVI.
CAPTIONS

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

ARTICLE XXVII.
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.

ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY

Contractor 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, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.

ARTICLE XXIX.
AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Contractor. The Director shall have the authority to execute amendments that require up to $25,000.00 in increased cost on behalf of the City without further action by the San Antonio City Council, subject to appropriation of funds for the increase in cost. Any other change will require approval of the City Council by passage of an ordinance therefore.

ARTICLE XXX.
FAMILIARITY WITH LAW AND CONTRACT TERMS

30.1 Contractor represents that, prior to signing this Agreement; Contractor has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, regulations and FAA Advisory Circulars and guidelines, and all of the terms and conditions of this Agreement and will comply therewith.

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.

ARTICLE XXXI.
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.

ARTICLE XXXII.
NON-WAIVER OF PERFORMANCE

32.1 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.

32.2 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.

ARTICLE XXXIII.
RELATIONSHIP OF THE PARTIES

33.1 Contractor accepts the relationship of trust, good faith and fair dealing established by this Agreement and shall cooperate with the City in furthering the City's interests. The Contractor accepts this relationship of trust and confidence established with the City and covenants with the City to furnish the Contractor's professional skill and judgment in furthering the interests of the City. The Contractor shall furnish consulting services as set forth herein and shall use the Contractor's professional efforts to perform the services in an expeditious and economical manner consistent with the interests of the City. The Contractor will perform the required services consistent with sound and generally accepted consulting practices, exercising the degree of skill, care and judgment consistent with such practices in San Antonio, Texas.

33.2 Contractor shall require each sub-consultant, to the extent of the Services to be performed by the sub-consultant, to be bound to Contractor by the terms of the Agreement, and to assume toward Contractor all the obligations and responsibilities that Contractor, by this Agreement, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Agreement with respect to the Services to be performed by the Sub-consultant so that subcontracting thereof will not prejudice such rights.

ARTICLE XXXIV.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

34.1 By execution of this Agreement, the undersigned authorized representative of Contractor certifies, and the City relies thereon, that neither Contractor., 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).

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

34.3 Contractor'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.

ARTICLE XXXV.
AIRPORT SECURITY

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

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

35.3 Gates and doors located in and around the Airport Premises utilized by Contractor that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Contractor at all times when not in use, or under Contractor's constant security surveillance. Gate or door

malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

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

IN WITNESS WHEREOF, the City of San Antonio lawfully has caused these present to execute this Agreement by the hand of the City Manager, or designee; Contractor, acting by the hand of _____ thereunto authorized, does now sign, execute and deliver this document.

Executed on this _____ day of _____, A. D._____ .

CITY OF SAN ANTONIO

_____
Ed Belmares
Assistant City Manager

FUGRO CONSULTANTS, INC.

Thomas C. Wesling
Thomas C. Wesling, P.E. 1-18-13
Branch Manager

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT 1

FEE SCHEDULE

GENERAL COMPENSATION PROVISIONS

The following General Compensation Provisions will apply:

Depending upon the Project Task Order, Consultant may propose to invoice the City for the following:

a. Hours
b. Tests
c. Equipment
d. Expenses

Hours will include time for all labor required to perform CMT Services. Such labor will be billed at the rates mutually agreed upon and incorporated into this Agreement.

A work week shall be defined as beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on the following Sunday. Overtime shall be defined as any hours worked by a single individual in excess of 40 hours within a single work week. Overtime shall be defined as 1.5 times the approved regular hourly rate.

Consultant will charge the City only for actual, documented hours worked, rounded to the nearest ¼ hour, and will not charge for Consultant employee lunch or break times, even if employee is located at a Project site.

In the event that a rain day is called by Construction Contractor of a Project, Consultant shall only invoice City for hours actually worked/ traveled on the Project, tests performed, equipment used and expenses incurred that day. In no event will City compensate Consultant for delays or work stoppages of any nature that are outside of the control of the City.

Equipment used in connection with a Project may be billed at the rates mutually agreed upon and incorporated into this Agreement.

Expenses which are: (1) specifically identified and agreed to within a Finalized Task Order, and (2) actually incurred and sufficiently documented in connection with a Task Order, shall be invoiced at cost, plus a Fixed Fee (10%). Such Expenses may include, but are not limited to, the following:

- Any services directly applicable to the Project, such as special consultant or subcontractor services that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable communication expenses applicable to a Project, such as long distance telephone, facsimile, telegraphy, cable, express delivery, charges, postage, and similar costs that are not applicable to Consultant's general correspondence and/or operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable processing and reproduction costs applicable to a Project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

Allowable travel, pre-approved in writing by the City, and other expenses shall be invoiced at the actual cost incurred without mark-up and must be in compliance with the Aviation Department Consultant & Contractor Reimbursable Expense Policy, Exhibit 4 hereto to be eligible for reimbursement. City reserves the right to request such additional information as the City deems necessary to support the invoiced charges.

Consultant may not invoice for any work associated with the Project Task Order Request Process, including development of Proposed Task Order and its negotiations.

The rates and charges set out herein shall apply throughout the term of the contract.

Consultant's Overhead & GA Rate: 228.918%

Consultant's Fixed Fee on Labor & Overhead: 10% (Not allowed on anything else.)

FUGRO CONSULTANTS, INC.

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
VERTICAL TESTS*				
1	Design Strengths of Materials	IBC 2012 - 1706		Project Specific
2	Alternative Test Procedures	IBC 2012 - 1707		Project Specific
3	Test Safe Load	IBC 2012 - 1708		Project Specific
4	In-Situ Load Test	IBC 2012 - 1709		Project Specific
5	Preconstruction Load Tests	IBC 2012 - 1710		Project Specific
6	Material & Test Standards	IBC 2012 - 1711		Project Specific
7	Steel Construction / Material Verification of High-strength Bolts, Nuts & Washers		Hr.	$76.74
8	Steel Construction / Inspection of High Strength Bolting		Hr.	$76.74
9	Steel Construction/ Material Verification of Structural Steel		Hr.	$76.74
10	Steel Construction / Material Verification of Weld Filler Materials		Hr.	$76.74
11	Steel Construction / Inspection of Welding - Structural Steel		Hr.	$76.74
12	Steel Construction / Inspection of Welding - Reinforcing Steel		Hr.	$76.74
13	Steel Construction / Inspection of Steel Frame Joint Details for Compliance with Approved Construction Documents		Hr.	$76.74
14	Concrete Construction / Inspection of Reinforcing Steel (including Pre-stressing tendons and placement)		Hr.	$62.90
15	Concrete Construction / Inspection of Reinforcing Steel Welding (in accordance with Table 1704.3, Item 5 b)		Hr.	$76.74
16	Concrete Construction / Inspection of bolts to be installed in concrete prior to and during the placement concrete where allowable loads have been increased.		Hr.	$62.90
17	Concrete Construction / Verification on use of required design mix		Hr.	$54.83
18	Concrete Construction / At the time fresh concrete is sampled to fabricate specimens for strength test, perform slump and air content tests, and determine the temperature of concrete		Hr.	$54.83
19	Concrete Construction / Inspection of concrete and shot Crete placement for proper application techniques		Hr.	$54.83
20	Concrete Construction / Inspection for maintenance of specified curing temperature and techniques		Hr.	$54.83
21	Concrete Construction / Inspection of pre-stressed concrete (application of stressing forces)		Hr.	$62.90
22	Concrete Construction / Inspection of pre-stressed concrete (Grouting of bonded pre-stressing tendons in the seismic-force-resisting system)		Hr.	$62.90
23	Concrete Construction / Erection of precast concrete members		Hr.	$62.90
24	Concrete Construction / Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs		Hr.	$62.90
25	Concrete Construction / Inspection formwork for shape, location and dimensions of the concrete member being formed		Hr.	$62.90
FAA HORIZONTAL TESTS				
1	10 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	ASTM D6938	Ea.	$16.00
2	07 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method	ASTM D1556	Ea.	$35.00
3	08 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method	ASTM D2167	Ea.	$45.00
4	06 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates	ASTM C136	Ea.	$65.00
5	63 (2007) Standard Test Method for Particle-Size Analysis of Soils	ASTM D422	Ea.	$80.00
5a	Std Test Method for Particle-Size Analysis of Soils w/hydrometer	ASTM D422	Ea.	$210.00
6	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12400 ft-lbf/ft³ (600 kN-m/m³)	ASTM D698	Ea.	$260.00
7	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)	ASTM D1557	Ea.	$260.00

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
FAA HORIZONTAL TESTS				
8	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665	Hr.	$62.90
9	04 Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	ASTM C117	Ea.	$50.00
10	09 Standard Practice for Sampling Aggregates	ASTM D75 / D75M	Hr.	$54.83
11	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665	Hr.	$62.90
12	11 Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures	ASTM D558	Ea.	$320.00
13	06 Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	Set of 3	$135.00
14	11 Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	ASTM D3203 / D3203M	Set of 3	$30.00
15	11 Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	ASTM D2726	Set of 3	$105.00
16	07e1 Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples	ASTM D1188	Set of 3	$165.00
17	06 Standard Test Method for Density, Absorption, and Voids in Hardened Concrete	ASTM C642	Ea.	$110.00
18	10 Standard Practice for Sampling Freshly Mixed Concrete	ASTM C172 / C172M	Hr.	$54.83
19	12 Standard Practice for Making and Curing Concrete Test Specimens in the Field	ASTM C31 / C31M	Hr	$54.83
20	10 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78 / C78M	Ea.	$38.00
21	12 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens	ASTM C39 / C39M	Ea.	$19.00
22	10 Standard Specification for Structural Clay Load-Bearing Wall Tile	ASTM C34	Hr.	$111.79
22a	10 Standard Specification for Structural Clay Load-Bearing Wall Tile	ASTM C140	Ea.	$200.00
23	12 Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	ASTM C174 / C174M	Ea.	$17.00
24	11 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications	ASTM D2321	Hr.	$62.90
25	Grade Tolerance – Straightedge		Hr.	$62.90
26	Thickness – Physical Measurement, Depth Test or Sample holes		Ea.	$10.00
27	10 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils (Atterberg Limit)	ASTM D4318	Ea.	$65.00
28	Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials	ASTM C92 - 95 (2010)	Ea.	$95.00
29	10a Standard Test Method for Slump of Hydraulic-Cement Concrete	ASTM C143 / C143M	Ea.	$10.00
30	11 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete	ASTM C1064 / C1064M	Ea.	$5.00
31	09 Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the LA Machine	ASTM C535	Ea.	$215.00
32	11 Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures	ASTM D2041 / D2041M	Ea.	$55.00
COSA HORIZONTAL TESTS				
1	Preparing Soil and Flexible Base Materials for Testing	Tex-101-E	Hr.	$54.83
2	Determining Moisture Content in Soil Materials	Tex-103-E	Ea.	$16.00
3	Determining Liquid Limits of Soils	Tex-104-E	Ea.	See item 4, below
4	Calculating the Plasticity Index of Soils	Tex-106-E	Ea.	$65.00
5	Determining the Bar Linear Shrinkage of Soils	Tex-107-E	Ea.	$45.00
6	Particle Size Analysis of Soils	Tex-110-E	Ea.	$80.00
7	Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	Ea.	$260.00
8	Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	Ea.	$260.00
9	Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	Ea.	$16.00

TESTS				
COSA HORIZONTAL TESTS				
10	Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	Ea.	$160.00
11	Soil / Base -Cement Testing (Mixed at site by others)	Tex-120-E, Part II	Ea.	$65.00
12	Soil / Base -Cement Testing (Mixed & molded in Lab)	Tex-120-E, Part I	Ea.	$765.00
13a	Soil-Lime Testing	Tex-121-E, Part I	Ea.	$255.00
13b	Soil-Lime Testing	Tex-121-E, Part II	Ea.	$65.00
13c	Soil-Lime Testing	Tex-121-E, Part III	Ea.	$375.00
14	Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	Set of 2	$125.00
15	Slurry Testing	Tex-130-E	Hr.	$62.90
16	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	Ea.	$80.00
17	Design of Bituminous Mixtures	Tex-204-F	Ea.	$2,750.00
18	Determining Density of Compacted Bituminous Mixtures	Tex-207-F	Set of 3	$105.00
19	Recovery of Asphalt from Bituminous Mixtures by the Abson Process	Tex-211-F	Ea.	$240.00
20	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	Ea.	$27.00
21	Determining Deleterious Material & Decantation Test for Coarse Agg	Tex-217-F	Ea.	$50.00
22	Sampling Bituminous Mixtures	Tex-222-F	Hr.	$62.90
23	Indirect Tensile Strength Test	Tex-226-F	Set of 3	$180.00
24	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	Ea.	$55.00
25	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex 236-F (ASTM D6307)	Ea.	$175.00
26	Determining Optimum Residual Asphalt Content (RAC) for Polymer-Modified Slurry Seal (Microsurfacing) Mixtures	Tex-240-F	Ea.	$155.00
27	Superpave Gyratory Comp of Test Specimens of Bituminous Mixtures	Tex-241-F	Set of 2	$80.00
28	Hamburg Wheel-Tracking Test	Tex-242-F	Ea.	$600.00
29	Tack Coat Adhesion	Tex-243-F	Ea.	$320.00
30	Thermal Profile of Hot Mix Asphalt	Tex-244-F	Hr.	$62.90
31	Determining Flat and Elongated Particles	Tex-280-F	Ea.	$110.00
32	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	Tex-400-A (ASTM D2041)	Hr.	$62.90
33	Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	Ea.	$80.00
34	Fineness Modulus of Fine Aggregate	Tex-402-A	Ea.	$80.00
35	Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test For Concrete Aggregates)	Tex-406-A	Ea.	$50.00
36	Sampling Freshly Mixed Concrete	Tex-407-A	Hr.	$54.83
37	Organic Impunties in Fine Aggregate for Concrete	Tex-408-A	Ea.	$80.00
38	Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	Ea.	$215.00
39	Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	Ea.	$375.00
40	Determining Deleterious Material in Mineral Aggregate	Tex-413-A	Ea.	$50.00
41	Air Content of Freshly Mixed Concrete by the Volumetric Method	Tex-414-A	Hr.	$54.83
42	Slump of Hydraulic Cement Concrete	Tex-415-A	Hr.	$54.83
43	Air Content of Freshly Mixed Concrete by the Pressure Method	Tex-416-A	Hr.	$54.83
44	Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A (C39)	Ea.	$19.00
45	Measuring Temperature of Freshly Mixed Portland Cement Concrete	Tex-422-A	Hr.	$54.83
46	Determining Pavement Thickness by Direct Measurement	Tex-423-A	Ea.	$10.00
47	Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	Hr.	$62.90
48	Estimating Concrete Strength by the Maturity Method	Tex-426-A		Project Specific
49	Correlating Concrete Strength Tests	Tex-427-A	Hr.	$175.58
50	Slump Loss of Hydraulic Cement Concrete	Tex-430-A	Hr.	$54.83
51	Measuring Texture Depth by the Sand Patch Method	Tex-436-A	Hr.	$62.90
52	Initial Time of Set of Fresh Concrete	Tex-440-A		Project Specific
53	Making and Curing Concrete Test Specimens	Tex-447-A	Hr.	$54.83

TESTS				
COSA HORIZONTAL TESTS				
54	Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	Ea.	$38.00
55	Determining Crushed Face Particle Count	Tex-460-A	Ea.	$50.00
56	Degradation of Coarse Aggregate by Micro-Deval Abrasion	Tex-461-A	Ea.	$215.00
57	Uniformity of Concrete	Tex-472-A	Ea.	$265.00
58	Asphalt, Oils and Emulsions (with sampling and travel charges)	Tex-500-C Oil Emulsion	Ea.	$625.00
58a	Asphalt, Oils and Emulsions (with sampling and travel charges)	Tex-500-C Binder		N/A
59	Testing Pre-Molded Joint Fillers for Concrete	Tex-524-C		Project Specific
60	Tests for Asphalt and Concrete Joint Sealers	Tex-525-C		Project Specific
61	Test for Cold Applied Plastic Asphalt Sewer Joint Compound	Tex-526-C		Project Specific
62	Effect of Water on Bituminous Paving Mixtures	Tex-530-C	Ea.	$265.00
63	Sampling and Testing Lime	Tex-600-J	Ea.	$335.00
64	Acid Insoluble Residue for Fine Aggregate	Tex-612-J	Ea.	$265.00
65	Sampling and Testing Epoxy Coated Reinforcing Steel	Tex-739-I	Ea.	$270.00
66	Asphalt Cores of In-place Asphalt Paving	ASTM D3549	Ea.	$35.00
67	Los Angeles Abrasion Test	ASTM C131	Ea.	$215.00
68	Asphaltic Concrete Extraction, Gradation, Bitumen Content, Stability, Laboratory Density, and Rice Gravity		Ea.	$795.00
69	Slurry Seal Testing (Field Measurement of slurry seal application)		Hr.	$62.90
70	Inspection/ Sampling at Pre-cast Manufacturer		Hr.	$62.90
71	Proofrolling Observations		Hr.	$62.90
72	Lime Stabilized Subgrade and Base Course Thickness Checks		Ea.	$10.00
73	Aggregate Base Course Analysis (Field Gradations)		Ea.	$80.00
74	Concrete Placement Observation		Hr.	$54.83
75	Concrete Compression Check		Ea.	$19.00
76	Reinforcing Steel Observation		Hr.	$62.90
77	California Bearing Ratio (CBR)	ASTM D4429	Ea.	$540.00
78	Texas Triaxial Test (Part 1)	Tex-117-E	Ea.	$1,275.00
79	Texas Triaxial Test (Part 2)	Tex-117-E	Ea.	$1,590.00
80	Compression Testing of Mortar Cubes (2x2)	Tex-442-A	Ea.	$19.00
81	Compression Testing of Grout Prisms (3.5 x 3.5 x 7)	ASTM C1314	Ea.	$19.00
82	Curing, Capping & Compressive Strength Testing of Concrete Core		Ea.	$19.00
83	Concrete Masonry Unit Compressive Strength	ASTM C1314	Ea.	$180.00
84	Concrete Masonry Prism Compressive Strength		Ea.	$370.00
85	Concrete Mix Design		Ea.	$1,500.00
86	Concrete Mix Design Verification		Ea.	$1,200.00
87	Grout Mix Design		Ea.	$1,500.00
88	Grout Mix Design Verification		Ea.	$1,200.00
89	Mortar Mix Design		Ea.	$1,500.00
90	Mortar Mix Design Verification		Ea.	$1,200.00
91	Hot Mix Asphalt / Maximum Theoretical Specific Gravity		Ea.	$55.00
92	Hot Mix Asphalt / Extraction (Solvent Method)	Tex-210-F	Ea.	$215.00
93	Hot Mix Asphalt / Gradation	ASTM 6913	Ea.	$80.00
94	Hot Mix Asphalt / Stability (Set of 3)	Tex-208	Ea.	$135.00
95	Hot Mix Asphalt / Bulk Specific Gravity	ASTM D2041	Ea.	$55.00
96	Hot Mix Asphalt / Molding Specimen (Set of 3)	AASHTOT312	Ea.	$60.00
97	Hot Mix Asphalt / Mix & Molding of Specimen (Set of 3)	AASHTOT312	Ea.	$135.00
98	Asphalt Content Test (Ignition Oven Method)		Ea.	$175.00
99	Hot Mix Asphalt / Sand Equivalent Test	Tex-203-F (ASTM D2419)	Ea.	$135.00
100	Hot Mix Asphalt / Mix Design Verification		Ea.	$900.00
101	Hot Mix Asphalt / Core Density		Ea.	$35.00
102	Hot Mix Asphalt / Molded Density		Ea.	$35.00
103	Ride Quality Measurement		Ea.	Project Specific

* Vertical Tests

a) Steel Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Steel Construction Table.

b) Concrete Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Concrete Construction Table.

FUGRO CONSULTANTS, INC.

JOB CLASSIFICATIONS			
		Unit	Unburdened Labor Rate
1	Admin/ Clerical	Hr.	$19.20
2	Certified Welding Inspector	Hr.	$21.20
3	Concrete Technician	Hr.	$15.15
4	Drilled Pier Technician	Hr.	$17.38
5	Engineering Technician / Soil, Concrete, Masonry	Hr.	$15.15
6	Graduate Engineer, EIT	Hr.	$25.23
7	Hot Mix Asphaltic Concrete Technician	Hr.	$17.38
8	Laboratory Technician (HMAC)	Hr.	$17.38
9	Laboratory Technician (soil and/or concrete)	Hr.	$15.15
10	Principal Engineer/Manager	Hr.	$63.72
11	Project Engineer, P.E.	Hr.	$30.89
12	Soil Technician	Hr.	$15.15
13	Special Inspection Technician	Hr.	$17.38
14	Sr. Engineer Technician (Field/Laboratory Supervisor))	Hr.	$44.09
15	Sr. Project Manager, P.E.	Hr.	$48.51
16	Structural Steel Technician	Hr.	$21.20

EQUIPMENT			
		Unit	Rate
1	Concrete Compressive Testing Machine	Day	NA, Unless on-site machine requested
2	Concrete Flexural Beam Breaker	Day	NA, Unless on-site machine requested
3	Coring Bit Wear (Length x Diameter)	Inch	$7.00
4	Coring Equipment (Generator / Coring Rig)	Trip	$50.00
5	Ferra-Scanning Equipment	Trip	NA, Unless on-site machine requested
6	Patching Holes (asphaltic concrete cold patch)	Ea.	$25.00
6a	Patching Holes (concrete)	Ea.	$40.00
7	R-Meter	Trip	$30.00
8	Saw Cut Equipment	Trip	Upon Request
9	Swiss Hammer (Rebound Hammer)	Trip	$50.00
10	Vehicle Charge** (4 hours or less)	Day	$75.00
11	Vehicle Charge** (over 4 hours)	Day	$100.00
12	Windsor Probe	Trip	$50.00
13	Windsor Probe Shots (sets of 3)	Ea.	$65.00

** Vehicle Charge shall be in lieu of mileage, travel time, wear and tear, and any other expense(s) associated with vehicular travel and use of the vehicle on the job site. Vehicle Charge is limited to one charge dependent upon the amount of time the vehicle is used, either at 4 hours or less, or over 4 hours as applicable, per day per vehicle used for the job regardless of the number of trips to and from the job site or the tests/ services provided during the day. Under no circumstances will Consultant charge mileage, travel time, wear and tear, or any other expense(s) associated with vehicular travel other than a Vehicle Charge as set out herein.

NOTE: In the event that the City requires additional tests to be performed or other types of equipment, for which no rates are set out in the Agreement, Consultant and City shall negotiate and mutually agree upon pricing for such tests or equipment in writing prior to Consultant performing such test.

EXHIBIT 2

DBE COMPLIANCE AND ENFORCEMENT

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

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

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

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

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

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

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

EXHIBIT 3

FEDERAL CONTRACT PROVISIONS – PROFESSIONAL SERVICES CONTRACTS

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

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

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

1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

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

2.1 The 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.

PROVISION 3. DISADVANTAGED BUSINESS ENTERPRISES

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

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

PROVISION 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

4.1 No Federal appropriated funds shall be paid, by or on behalf of the 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.

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

PROVISION 5. ACCESS TO RECORDS AND REPORTS

5.1 The 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.

PROVISION 6. BREACH OF CONTRACT TERMS

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

PROVISION 7. RIGHTS TO INVENTIONS

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

PROVISION 8. TRADE RESTRICTION CLAUSE

8.1 The 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.

8.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a 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.

8.3 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.

8.4 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.

8.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the 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.

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

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

PROVISION 9. TERMINATION OF CONTRACT

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

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

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

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

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

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

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

EXHIBIT 4

Consultant
And
Contractor
Travel, Living & Relocation Expense Policy

SAN ANTONIO
AIRPORT SYSTEM

City of San Antonio

As of 6/2/08

Reimbursable Expense Policy
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Consultant & Contractor Reimbursable Expense Policy

1. GENERAL

1.1 Introduction

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

1.2 Scope

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

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

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

1.3 Policy

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

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

1.4 Definitions

The following definitions apply to this Policy:

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

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

Official Travel Time – For the purposes of computing per diem allowances, official travel starts at the day and time the Contractor employee leaves their home, office, or other authorized point and ends on the day and time the Contractor employee returns home, to the office, or other authorized point. This definition is for computing per diem allowances only and may not be used for billing chargeable Contractor employee hours.

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

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

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

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

1.5 Reimbursements

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

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

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

Entertainment expenses, including alcohol, are not reimbursable.

1.6 Interrupted Itinerary

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

2. Transportation Expenses

2.1 Guideline

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

2.2 Air Travel

Lowest Available Airfare

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

Use of Business or First Class

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

Extended Travel to Save Costs

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

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

2.3 Travel by Private Automobile

Reimbursement for Travel by Private Automobile

Travel by private automobile will only be reimbursed if such travel is for a valid business purpose. When a private automobile is used, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Contractor. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs,

cleaning, detailing, tires, gasoline, or other automobile expense items will not be reimbursed for privately owned automobiles.

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

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

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

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

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

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

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

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

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

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

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

2.6 Ground Transportation

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

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

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

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

3. Living Expenses

3.1 Lodging

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

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

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

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

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

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

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

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

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

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

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

3.4 Incidental Expenses

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

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

3.5 Daily Allowance and Lodging Allowance for Extended Travel

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

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

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

4. Relocation Assistance

4.1 Requirements

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

4.2 Limitations

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

Relocation Assistance Limitations

Personnel Type	***The lower of:***	
Key Position	Actual Allowable Expenses	$10,000 max
Professional Positions	Actual Allowable Expenses	$5,000 max

4.3 Allowable Expenses In General

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

4.4 Travel Expenses by Car

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

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

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

4.5 Household Goods and Personal Effect Expenses

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

4.6 Storage Expenses

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

4.7 Travel Expenses

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

4.8 Non-reimbursable Relocation Expenses

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

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

4.9 Relocation Assistance Recovery

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

5. Miscellaneous Expenses

5.1 General

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

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

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

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

5.2 Telephone Calls

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

Personal phone calls are not reimbursable.

5.3 Local Business Meetings

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

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

6. Travel Expense Settlement

6.1 Reimbursement

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

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

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

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

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

6.2 Right to Audit

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

Received by
Planning & Engineering
JAN 17 2013

ORIGINAL

ON-CALL CONSTRUCTION MATERIALS TESTING SERVICES AGREEMENT

FOR THE SAN ANTONIO AIRPORT SYSTEM

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

This Agreement is made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereafter referred to as "City" and

PROFESSIONAL SERVICES INDUSTRIES, INC. (PSI)
3 Burwood Lane
San Antonio, Texas 78216

hereafter referred to as "Contractor", said Agreement being executed by City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by Contractor for on call material testing services, hereinafter set forth.

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ARTICLE I.
DEFINITIONS

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

1.1 "Application for Compensation" means written form for a request from Contractor to be paid for completed work.

1.2 "City" or "Owner" means the City of San Antonio, Texas.

1.3 "Compensation" means amounts paid for services under this Agreement.

1.4 "Contractor" means **PROFESSIONAL SERVICES INDUSTRIES, INC. (PSI)** and its officers, partners, employees, agents and representatives, and all sub-contractors, if any, as well as all other persons or entities for which Contractor legally is responsible.

1.5 "Director" means the Director of City's Aviation Department or his designee.

1.6 "FAA" means the Federal Aviation Administration.

1.7 "General Conditions" means the General Conditions for City of San Antonio Construction Contracts document used in conjunction with this Agreement that states the minimum performance requirements of Contractor, as well as the rights and responsibilities of both City and Contractor. Both Contractor and City are bound to the terms and conditions of these General Conditions.

1.8 "Plans and Specifications" means the construction documents.

1.9 "Project" means the specific construction materials testing services for which a Finalized Task Order is negotiated and executed by both Parties hereto.

1.10 "Proposal" means Contractor's Proposal to provide services for this Project.

1.11 "SAMSA" means the San Antonio Metropolitan Statistical Area or Relevant Marketplace, which collectively is comprised by Bexar County and the seven (7) surrounding counties of Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson.

1.12 "SAWS" means the San Antonio Water System, Inc.

1.13 "Schedule of Values" means the values allocated to materials and various portions of the work, prepared in such form, and supported by such data to substantiate its accuracy as City may require.

1.14 "Scope of Services" means the services described in Article IV Scope of Services.

1.15 "Services" means those services described in the Scope of Services as set out in a Finalized Task Order.

1.16 "Total Compensation" means the Not-to-Exceed amount of this Agreement.

1.17 "Finalized Task Order" means a written agreement, executed by both and made a part of this Agreement, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.

1.18 "Task Order Request" means a request to Contractor to submit a Proposal for a specific Project as further defined herein.

ARTICLE II.
COMPENSATION

2.1 The Compensation for all services included in this Agreement **SHALL NOT EXCEED SIX HUNDRED THOUSAND DOLLARS AND NO/100 CENTS ($600,000.00).** Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined solely by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Contractor at any time Contractor is in default under this Agreement.

2.2 Contractor shall submit a Proposal for each Project that City requests to be performed under this Agreement. City either will approve or disapprove each Proposal. City's approval shall be evidenced by the Finalized Task Order executed by both parties. Finalized Task Orders shall be numbered sequentially starting with number one (1) and must reference this Agreement. Each Finalized Task Order will become a part of this Agreement.

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

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

2.3 Each Task Order amount shall be based on the scope of services for a particular Project and will be based on the pre-priced tasks, unit prices, and/or hourly rates included in Exhibit 1, Fee Schedule, attached hereto, incorporated herein and made a part of this Agreement.

2.4 Reimbursable Expenses (If Applicable)

When authorized by City in writing, Contractor will be entitled to reimbursement at actual incurred cost without markup for services and related expenses for the following items:

2.4.1 Travel outside SAMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Contractor's performance of Service under this Agreement and must comply with the Aviation Department Consultant and Contractor Reimbursable Expense Policy, Exhibit 4 hereto. Travel costs are limited to the per diem rates set annually by the Federal

Government's General Services Administration. Contractor shall proved detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Finalized Task Order issued. Kindly note that City does not pay for Contractor's travel within SAMSA.

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

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

2.4.4 City will not pay markups for Subcontractor work. There shall be no markup on reimbursables from Subcontractors.

ARTICLE III.
METHOD OF PAYMENT

3.1 Contractor shall submit invoices no more than once monthly. Payments to Contractor shall be in the amount shown on the invoices consistent with the Finalized Task Order and its supporting documentation submitted and shall be subject to City's approval. All services shall be performed to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and/or which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service as set out in Contractor's Fee Schedule in Exhibit 1 hereto, and the Finalized Task Order.

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

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

FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONTRACTOR.

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

3.5 Project Close Out and Final Payment:

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

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

3.5.2.1 delays in the performance of Contractor's work;

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

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

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

3.5.2.5 damage to City; or

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

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

3.5.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any phase of work or as final compensation or regarding any amount that may be withheld by City, Contractor shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided in the Agreement documents for the resolution of such dispute. In the event Contractor does not initiate and follow the claims procedures provided in the Agreement documents in a timely manner and as required by the terms thereof, any such claim shall be deemed waived by Contractor.

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

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

3.5.3.4 Contractor agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. In the event that a dispute arises over any aspect of Work performed by Contactor within the four (4) years after completion of Services provided under this Agreement, Contractor shall retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after final resolution of any dispute. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records and shall have the right to audit same.

ARTICLE IV.
SCOPE OF SERVICES

4.1 Contractor understands, accepts and agrees that City has entered or may enter into multiple On-Call Construction Materials Testing Agreements with other contractors and City has the authority to assign services under this and other Agreements at its sole discretion. As stated in Article II herein, Contractor understands, accepts and agrees that City makes no minimum guarantees with regard to the amount of work, if any, which Contractor may be extended under this Agreement.

4.2 This Agreement is an On-Call Agreement or indefinite delivery agreement for on-call construction materials testing and other such services that are required for Contractor to provide or are associated with on-call construction materials testing and specific requirements as to location, conditions, procedures and associated services pertaining to a Project, shall be negotiated and set out in individual Finalized Task Orders for each request, which Finalized Task Orders shall be incorporated into and shall become a part of this Agreement.

4.3 Contractor shall provide all labor, equipment and transportation necessary to complete all services, agreed to by Finalized Task Order by Contractor pursuant to this Agreement, in a timely manner throughout the term of this Agreement. Additionally, Contractor shall provide staff for regular, overtime, night, weekend and holiday service, as requested or required by City. Persons retained by Contractor to perform work pursuant to this Agreement shall be employees or Subcontractors of Contractor.

4.4 Immediately upon City Council approval of this Agreement, Contractor shall, at Contractor's expense, obtain 1) Airport Personnel Identification Badges for each employee who may perform work hereunder, and 2) Airfield Driver's Licenses, as needed, for employees that may have a need to operate a vehicle within the Airport Operations Area. Contractor, at its own expense, shall maintain sufficient staff security clearances, badges and driving operator licenses to be able to initiate CMT Services in a timely manner upon issuance of a notice to proceed.

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

4.6 Contractor, in consideration for the compensation herein provided, shall render the professional services described in this Section IV necessary for the advancement of the Project to Final Completion.

4.7 Contractor shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in each authorized Finalized Task Order, in accordance with the Contractor's Fee Schedule in Exhibit 1 hereto.

4.8 All services and work performed under this Agreement must be conducted in full conformance with the provisions of this Agreement and be in compliance with all FAA requirements and the American Society for Testing and Material ("ASTM") standards. Additionally, Contractor shall only use testing laboratory(ies) which comply with all applicable FAA requirements and ASTM standards.

4.9 For all tests performed pursuant to this Agreement, Contractor shall promptly deliver to Department, within such timeframe required to avoid any delay in construction progress, two (2) paper copies and one (1) electronic copy in Adobe PDF format on a compact disc of all reports, on the testing laboratory's letterhead and signed by a Professional Engineer or appropriate licensed Professional, of the test results which include:

a. The Project name,
b. Date(s)/time(s)/location(s) of service,
c. Report Identification Number,
d. Type and quantity of tests performed
e. Test Results
f. Standards Controlling the Test(s)
g. Compliance or noncompliance with the specifications
h. Any extenuating circumstances affecting the test(s) or result(s)
i. Observations to include service time chargeable to delays and rescheduling.
j. If manpower is involved, provide names, job classification and hours.
k. Number of trips with work performed on the Project.
l. Name of person who ordered the test(s).
m. Identify any and all re-test services.

4.10 Contractor is responsible for ensuring that at the end of each Project, the construction materials testing lab uses test results to follow FAA Section 110, Method of Estimating Percentage of Material within Specification Limits (PWL) to provide a table on concrete and asphalt, if applicable.

4.11 Contractor's Fee Schedule, which includes pre-priced tasks, unit prices and/or hourly rates, is incorporated by reference herein, attached hereto and labeled as Exhibit 1.

ARTICLE V.
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the San Antonio City Council and the execution by both parties and shall remain valid for the period of five (5) years.

5.2 Time is of the essence of this Agreement. Contractor shall perform and complete its obligations for the various Projects under Article IV herein in a prompt and continuous manner so as to not delay the development of the design services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City and construction contractor. If, upon review of Finalized Task Orders, corrections, modifications, alterations or additions are required of Contractor, these items shall be completed by Contractor before that Finalized Task Order is approved.

5.3 Contractor shall not proceed with the next appropriate Finalized Task Order without written authorization from City. City may elect to discontinue Contractor's services at any time. However, if circumstance dictates, City may make adjustments to the scope of Contractor's obligations at any time to achieve the required services.

5.4 Contractor shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Contractor's reasonable control. Within twenty one (21) days from the occurrence of any such event, for which time for performance by Contractor shall be significantly extended under this provision, Contractor shall give written notice thereof to City stating the

reason for such extension and the actual or estimated time thereof. If City determines that Contractor is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement and/or deny Contractor's request for an extension.

5.5 This Agreement, and all Finalized Task Orders issued prior to the expiration of this Agreement shall remain valid for a period which reasonably may be required for the completion of all Projects, including any extra work and any required extensions thereto, unless discontinued as provided for elsewhere in this Agreement.

ARTICLE VI.
PROJECT SERVICES REQUEST PROCESS

6.1 Necessary on-call construction materials testing work requirements shall be established with each Project-specific Finalized Task Order.

6.2 When City has a Project for which it desires to procure on-call construction materials testing services, City shall notify Contractor by issuing a Task Order Request. Each Task Order Request shall include, at a minimum: name of Project, location of Project, copies of or access to Project documentation (such as specifications, environmental reports, drawings, etc.) needed by Contractor to prepare a Proposal, Project schedule and any specific deadlines for performance of on-call construction materials testing services, and a deadline for providing City with a Proposal based on the above.

6.3 Contractor shall prepare and submit to City, within the timeline stated in a Task Order Request, a Proposal for the requested services which will include, at minimum: Scope of Services; specific staffing; an estimate of task cost, based on rates and fees set out in Exhibit 1. Contractor shall submit the Proposal in editable electronic format to the City. By submitting a Proposal, Contractor agrees to perform the requested service(s) within the time stated in the Task Order Request.

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

6.5 The Director or his/her designee has the authority to execute a Finalized Task Order on behalf of City, so long as such finalized Task Order does not exceed the total Agreement value and funds are provided for in the Project budget as allocated by City Council.

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

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

6.8 Each Finalized Task Order shall be incorporated herein for all purposes. Each Finalized Task Order shall be numbered sequentially, starting with number one (1) and must reference this Agreement.

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

ARTICLE VII.
COORDINATION WITH THE CITY

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

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

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

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

ARTICLE VIII.
REVISIONS TO DOCUMENTS

Contractor shall make, without expense to City, such revisions to the drawings, reports or other documents as may be required to meet the needs of City and which are within the Scope of Services. After the approval of reports or other documents by City, any City request for revisions, additions or other modifications which involve extra Contractor services and expenses shall be by means of a negotiated Finalized Task Order

ARTICLE IX.
OWNERSHIP OF DOCUMENTS

9.1 All documents not related to any Task performed by Contractor, including drawings, estimates, specifications and all other documents and data previously owned by Contractor, shall remain the property of Contractor as instruments of service. However, it is to be understood that City shall have free access to all such information and City retains the right to make and retain copies of drawings, estimates, specifications and all other documents and data of Contractor. Any reuse by City of any Contractor drawings, estimates, specifications and any other documents and data previously owned by Contractor, without specific written verification or adaptation by Contractor will be at City's sole risk and without liability or legal exposure to Contractor.

9.2 Contractor acknowledges and agrees that City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of a Task and this Agreement and said information shall be used as City desires. Any and

all documents, including the original drawings, estimates, specifications and all other documents and data shall be delivered to City, at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use. City will be providing reports developed pursuant to this Agreement to the FAA.

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

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

9.5 Contractor may make copies of any and all documents and items for its files. Contractor shall have no liability for changes made to or use of the drawings, specifications and other documents by Architects and/or Engineers or other persons, subsequent to the completion of the Project. City requires that Contractor appropriately mark all changes or modifications on all drawings, specifications and other documents by Architects and/or Engineers or other persons, including electronic copies, subsequent to the completion of the Project.

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

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

ARTICLE X.
TERMINATION AND/OR SUSPENSION

10.1 Termination Without Cause.

10.1.1 This Agreement may be terminated by City without cause, prior to Director giving Contractor written notice to proceed, should Director, in his sole discretion, determine that it is not in City's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Contractor.

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

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

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

10.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 10.1.3 of this clause.

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

10.1.7 This Agreement may be terminated by the Contractor, at any time after issuance of the Director's notice to proceed, upon sixty (60) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

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

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

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

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

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

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

10.3.5 Contractor 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) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Contractor's assets or properties: or

10.3.6 Contractor fails to comply in any respect with the insurance requirements set forth in this Agreement.

10.4 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.

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

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

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

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

10.9 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 Contractor for any default hereunder or other action.

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

10.11 Contractor's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Contractor shall have the right to terminate this Agreement. Contractor may exercise this right to terminate by issuing a written Notice of Termination to the City, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by City and such termination shall be subject to all the requirements set out in Paragraphs 8.5 and 8.6 above, related to the Orderly Transfer and Fee Payment.

10.12 Procedures Upon Receipt of Notice of Suspension.

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

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

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

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

10.12.5 Any documents prepared in association with this Agreement shall be delivered to City by Contractor, as a pre-condition to final payment, within thirty (30) calendar days after receipt by City of Contractor's notice of termination.

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

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

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

ARTICLE XI.
CONTRACTOR'S WARRANTY

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

ARTICLE XII.
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

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

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

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

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

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

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

12.7 Contractor shall not terminate for convenience a DBE sub-consultant submitted with the proposal and approved by the City or the Aviation Department (or an approved substitute DBE firm) and then perform the work of the terminated sub-consultant with its own forces or those of an affiliate, without prior written permission by the City.

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

12.9 The Contractor shall comply with the DBE Compliance and Enforcement Policy attached hereto as Exhibit 2.

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

ARTICLE XIII.
ASSIGNMENT OR TRANSFER OF INTEREST

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

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

13.3 Contractor 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 the terms hereof.

ARTICLE XIV.
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any Task or work under this Agreement, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to City's Aviation Department, which clearly shall be labeled "On-Call Construction Material Testing Services" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as Contractor's proof of insurance. The certificate(s) or form must have the agent's signature, phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee other than City's Risk Manager shall have authority to waive this requirement.

14.2 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.

14.3 Contractor's financial integrity is of interest to City. Therefore, subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of not less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations * b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $5,000,000 per occurrence (to include AOA access)

5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

14.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. 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.

14.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Planning & Development Department
9800 Airport Boulevard
San Antonio, Texas 78216

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

14.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any

payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

ARTICLE XV.
INDEMNIFICATION

15.1 Contractor, whose work product is the subject of this Agreement for professional 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 reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONTRACTOR'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the rights or duties under this AGREEMENT.

15.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

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

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

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

ARTICLE XVI.
CLAIMS AND DISPUTES

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

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

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

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

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

16.5.1 No consequential damages will be allowed.

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

16.5.3 No profit will be allowed on any damage claim.

16.6 NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

16.7 Alternative Dispute Resolution.

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

16.7.2 Before invoking mediation or any other alternative dispute process set forth herein, the parties hereto agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute, the parties then shall proceed with mediation. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

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

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

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

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

ARTICLE XVII.
SEVERABILITY

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

ARTICLE XVIII.
INTEREST IN CITY CONTRACTS PROHIBITED

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

18.2 Contractor acknowledges that it is informed that the Charter of 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 the City-owned utilities. Contractor's officer(s) or employee(s) 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 Agreement or sale:

a. a City officer or employee;

b. a City officer or employee's parent, child or spouse;

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

d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

ARTICLE XIX.
CONFLICTS OF INTEREST DISCLOSURE

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

a. being in a partnership or joint venture with a City officer or employee;

b. having a contract with a City officer or employee;

c. being joint owners of a business with a City officer or employee;

d. owning at least ten percent (10%) of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or

e. having an established business relationship with a City Officer or employee as a client or customer.

ARTICLE XX.
STANDARD OF CARE/LICENSING

20.1 Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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

ARTICLE XXI.
RIGHT OF REVIEW AND AUDIT

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

sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

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

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

ARTICLE XXII.
ENTIRE AGREEMENT

This Agreement, and all Exhibits attached to and incorporated herein, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either oral or written.

ARTICLE XXIII.
VENUE

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS AND COURT DECISIONS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

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

ARTICLE XXIV.
NOTICES

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

If intended for City to:	If intended for Contractor, to:
Aviation Department	**PROFESSIONAL SERVICES INDUSTRIES, INC.**
Attention: Planning & Development Division	**Attention: Steven Blake**
9800 Airport Boulevard	**3 Burwood Lane**
San Antonio, Texas 78216	**San Antonio, Texas 78216**

ARTICLE XXV.
INDEPENDENT CONTRACTOR

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

ARTICLE XXVI.
CAPTIONS

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

ARTICLE XXVII.
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.

ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY

Contractor 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, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.

ARTICLE XXIX.
AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Contractor. The Director shall have the authority to execute amendments that require up to $25,000.00 in increased cost on behalf of the City without further action by the San Antonio City Council, subject to appropriation of funds for the increase in cost. Any other change will require approval of the City Council by passage of an ordinance therefore.

ARTICLE XXX.
FAMILIARITY WITH LAW AND CONTRACT TERMS

30.1 Contractor represents that, prior to signing this Agreement; Contractor has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, regulations and FAA Advisory Circulars and guidelines, and all of the terms and conditions of this Agreement and will comply therewith.

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.

ARTICLE XXXI.
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.

ARTICLE XXXII.
NON-WAIVER OF PERFORMANCE

32.1 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.

32.2 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.

ARTICLE XXXIII.
RELATIONSHIP OF THE PARTIES

33.1 Contractor accepts the relationship of trust, good faith and fair dealing established by this Agreement and shall cooperate with the City in furthering the City's interests. The Contractor accepts this relationship of trust and confidence established with the City and covenants with the City to furnish the Contractor's professional skill and judgment in furthering the interests of the City. The Contractor shall furnish consulting services as set forth herein and shall use the Contractor's professional efforts to perform the services in an expeditious and economical manner consistent with the interests of the City. The Contractor will perform the required services consistent with sound and generally accepted consulting practices, exercising the degree of skill, care and judgment consistent with such practices in San Antonio, Texas.

33.2 Contractor shall require each sub-consultant, to the extent of the Services to be performed by the sub-consultant, to be bound to Contractor by the terms of the Agreement, and to assume toward Contractor all the obligations and responsibilities that Contractor, by this Agreement, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Agreement with respect to the Services to be performed by the Sub-consultant so that subcontracting thereof will not prejudice such rights.

ARTICLE XXXIV.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

34.1 By execution of this Agreement, the undersigned authorized representative of Contractor certifies, and the City relies thereon, that neither Contractor., 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).

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

34.3 Contractor'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.

ARTICLE XXXV.
AIRPORT SECURITY

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

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

35.3 Gates and doors located in and around the Airport Premises utilized by Contractor that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Contractor at all times when not in use, or under Contractor's constant security surveillance. Gate or door

malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

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

IN WITNESS WHEREOF, the City of San Antonio lawfully has caused these present to execute this Agreement by the hand of the City Manager, or designee; Contractor, acting by the hand of _____ thereunto authorized, does now sign, execute and deliver this document.

Executed on this _____ day of _____, A. D._____ .

CITY OF SAN ANTONIO

_____

Ed Belmares
Assistant City Manager

PROFESSIONAL SERVICES INDUSTRIES, INC.

_____

Steven Blake
Department Manager

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT 1

FEE SCHEDULE

GENERAL COMPENSATION PROVISIONS

The following General Compensation Provisions will apply:

Depending upon the Project Task Order, Consultant may propose to invoice the City for the following:

a. Hours
b. Tests
c. Equipment
d. Expenses

Hours will include time for all labor required to perform CMT Services. Such labor will be billed at the rates mutually agreed upon and incorporated into this Agreement.

A work week shall be defined as beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on the following Sunday. Overtime shall be defined as any hours worked by a single individual in excess of 40 hours within a single work week. Overtime shall be defined as 1.5 times the approved regular hourly rate.

Consultant will charge the City only for actual, documented hours worked, rounded to the nearest ¼ hour, and will not charge for Consultant employee lunch or break times, even if employee is located at a Project site.

In the event that a rain day is called by Construction Contractor of a Project, Consultant shall only invoice City for hours actually worked/ traveled on the Project, tests performed, equipment used and expenses incurred that day. In no event will City compensate Consultant for delays or work stoppages of any nature that are outside of the control of the City.

Equipment used in connection with a Project may be billed at the rates mutually agreed upon and incorporated into this Agreement.

Expenses which are: (1) specifically identified and agreed to within a Finalized Task Order, and (2) actually incurred and sufficiently documented in connection with a Task Order, shall be invoiced at cost, plus a Fixed Fee (10%). Such Expenses may include, but are not limited to, the following:

- Any services directly applicable to the Project, such as special consultant or subcontractor services that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable communication expenses applicable to a Project, such as long distance telephone, facsimile, telegraphy, cable, express delivery, charges, postage, and similar costs that are not applicable to Consultant's general correspondence and/or operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable processing and reproduction costs applicable to a Project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

Allowable travel, pre-approved in writing by the City, and other expenses shall be invoiced at the actual cost incurred without mark-up and must be in compliance with the Aviation Department Consultant & Contractor Reimbursable Expense Policy, Exhibit 4 hereto to be eligible for reimbursement. City reserves the right to request such additional information as the City deems necessary to support the invoiced charges.

Consultant may not invoice for any work associated with the Project Task Order Request Process, including development of Proposed Task Order and its negotiations.

The rates and charges set out herein shall apply throughout the term of the contract.

Consultant's Overhead & GA Rate: 158.11%

Consultant's Fixed Fee on Labor & Overhead: 10% (Not allowed on anything else.)

PROFESSIONAL SERVICES INDUSTRIES, INC.

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
VERTICAL TESTS*				
1	Design Strengths of Materials	1706		Project Specific
2	Alternative Test Procedures	1707		Project Specific
3	Test Safe Load	1708		Project Specific
4	In-Situ Load Test	1709		Project Specific
5	Preconstruction Load Tests	1710		Project Specific
6	Material & Test Standards	1711		Project Specific
7	Steel Construction / Material Verification of High-strength Bolts, Nuts & Washers		Hr.	$85.00
8	Steel Construction / Inspection of High Strength Bolting		Hr.	$85.00
9	Steel Construction/ Material Verification of Structural Steel		Hr.	$85.00
10	Steel Construction / Material Verification of Weld Filter Materials		Hr.	$85.00
11	Steel Construction / Inspection of Welding - Structural Steel		Hr.	$85.00
12	Steel Construction / Inspection of Welding - Reinforcing Steel		Hr.	$85.00
13	Steel Construction / Inspection of Steel Frame Joint Details for Compliance with Approved Construction Documents		Hr.	$85.00
14	Concrete Construction / Inspection of Reinforcing Steel (including Pre-stressing tendons and placement)		Hr.	$85.00
15	Concrete Construction / Inspection of Reinforcing Steel Welding (in accordance with Table 1704.3, Item 5 b)		Hr.	$85.00
16	Concrete Construction / Inspection of bolts to be installed in concrete prior to and during the placement concrete where allowable loads have been increased.		Hr.	$85.00
17	Concrete Construction / Verification on use of required design mix		Hr.	$150.00
18	Concrete Construction / At the time fresh concrete is sampled to fabricate specimens for strength test, perform slump and air content tests, and determine the temperature of concrete		Hr.	$42.00
19	Concrete Construction / Inspection of concrete and shot Crete placement for proper application techniques		Hr.	$42.00
20	Concrete Construction / Inspection for maintenance of specified curing temperature and techniques		Hr.	$42.00
21	Concrete Construction / Inspection of pre-stressed concrete (application of stressing forces)		Hr.	$42.00
22	Concrete Construction / Inspection of pre-stressed concrete (Grouting of bonded pre-stressing tendons in the seismic-force-resisting system)		Hr.	$42.00
23	Concrete Construction / Erection of precast concrete members		Hr.	$42.00
24	Concrete Construction / Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs		Hr.	$42.00
25	Concrete Construction / Inspection formwork for shape, location and dimensions of the concrete member being formed		Hr.	$42.00
FAA HORIZONTAL TESTS				
1	10 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	ASTM D6938	Ea.	$10.00
2	07 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method	ASTM D1556	Ea.	$50.00
3	08 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method	ASTM D2167	Ea.	$20.00
4	06 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates	ASTM C136	Ea.	$70.00
5	63 (2007) Standard Test Method for Particle-Size Analysis of Soils	ASTM D422	Ea.	$180.00
6	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12400 ft-lbf/ft³ (600 kN-m/m³)	ASTM D698	Ea.	$165.00
7	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)	ASTM D1557	Ea.	$165.00

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
FAA HORIZONTAL TESTS				
8	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665	Ea.	$200.00
9	04 Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	ASTM C117	Ea.	$65.00
10	09 Standard Practice for Sampling Aggregates	ASTM D75 / D75M	Ea.	$200.00
11	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665	Ea.	$200.00
12	11 Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures	ASTM D558	Ea.	$165.00
13	06 Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	Set of 3	$150.00
14	11 Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	ASTM D3203 / D3203M	Set of 3	$85.00
15	11 Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	ASTM D2726	Set of 3	$85.00
16	07e1 Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples	ASTM D1188	Set of 3	$100.00
17	06 Standard Test Method for Density, Absorption, and Voids in Hardened Concrete	ASTM C642	Ea.	$100.00
18	10 Standard Practice for Sampling Freshly Mixed Concrete	ASTM C172 / C172M	Hr.	$42.00
19	12 Standard Practice for Making and Curing Concrete Test Specimens in the Field	ASTM C31 / C31M	Hr.	$42.00
20	10 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78 / C78M	Ea.	$35.00
21	12 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens	ASTM C39 / C39M	Ea.	$14.00
22	10 Standard Specification for Structural Clay Load-Bearing Wall Tile	ASTM C34	Ea.	$500.00
23	12 Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	ASTM C174 / C174M	Hr.	$42.00
24	11 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications	ASTM D2321	Ea.	$75.00
25	Grade Tolerance – Straightedge		Hr.	$42.00
26	Thickness – Physical Measurement, Depth Test or Sample holes		Hr.	$42.00
27	10 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils (Atterberg Limit)	ASTM D4318	Ea.	$65.00
28	Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials	ASTM C92 - 95 (2010)	Ea.	$150.00
29	10a Standard Test Method for Slump of Hydraulic-Cement Concrete	ASTM C143 / C143M	Ea.	$1.00
30	11 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete	ASTM C1064 / C1064M	Ea.	$1.00
31	09 Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C535	Ea.	$500.00
32	11 Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures	ASTM D2041 / D2041M	Ea.	$100.00
COSA HORIZONTAL TESTS				
1	Preparing Soil and Flexible Base Materials for Testing	Tex-101-E	Ea.	$75.00
2	Determining Moisture Content in Soil Materials	Tex-103-E	Ea.	$10.00
3	Determining Liquid Limits of Soils	Tex-104-E	Ea.	$65.00
4	Calculating the Plasticity Index of Soils	Tex-106-E	Ea.	$65.00
5	Determining the Bar Linear Shrinkage of Soils	Tex-107-E	Ea.	$200.00
6	Particle Size Analysis of Soils	Tex-110-E	Ea.	$65.00
7	Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	Ea.	$165.00
8	Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	Ea.	$165.00
9	Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	Ea.	$10.00

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
COSA HORIZONTAL TESTS				
10	Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	Ea.	$350.00
11	Soil / Base -Cement Testing (Mixed at site by others)	Tex-120-E	Ea.	$300.00
12	Soil / Base -Cement Testing (Mixed & molded in Lab)	Tex-120-E	Ea.	$500.00
13	Soil-Lime Testing	Tex-121-E	Ea.	$324.00
13a	Soil-Lime Testing - Base	Tex-121-E, Part I	Ea.	$324.00
13b	Soil-Lime Testing	Tex-121-E, Part II	Ea.	$300.00
13c	Soil-Lime Testing	Tex-121-E, Part III	Ea.	$300.00
14	Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	Set of 2	$42.00
15	Slurry Testing	Tex-130-E	Hr.	$42.00
16	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	Ea.	$65.00
17	Design of Bituminous Mixtures	Tex-204-F	Ea.	$3,000.00
18	Determining Density of Compacted Bituminous Mixtures	Tex-207-F	Set of 3	$85.00
19	Recovery of Asphalt from Bituminous Mixtures by the Abson Process	Tex-211-F	Ea.	$150.00
20	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	Ea.	$75.00
21	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	Ea.	$75.00
22	Sampling Bituminous Mixtures	Tex-222-F	Ea.	$75.00
23	Indirect Tensile Strength Test	Tex-226-F	Set of 3	$150.00
24	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	Ea.	$100.00
25	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex 236-F (ASTM D6307)	Ea.	$175.00
26	Determining Optimum Residual Asphalt Content (RAC) for Polymer-Modified Slurry Seal (Microsurfacing) Mixtures	Tex-240-F	Ea.	$200.00
27	Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	Set of 2	$150.00
28	Hamburg Wheel-Tracking Test	Tex-242-F	Ea.	$500.00
29	Tack Coat Adhesion	Tex-243-F	Ea.	$150.00
30	Thermal Profile of Hot Mix Asphalt	Tex-244-F	Ea.	$75.00
31	Determining Flat and Elongated Particles	Tex-280-F	Ea.	$200.00
32	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	Tex-400-A (ASTM D2041)	Hr.	$42.00
33	Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	Ea.	$65.00
34	Fineness Modulus of Fine Aggregate	Tex-402-A	Ea.	$10.00
35	Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test For Concrete Aggregates)	Tex-406-A	Ea.	$65.00
36	Sampling Freshly Mixed Concrete	Tex-407-A	Hr.	$42.00
37	Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	Ea.	$50.00
38	Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	Ea.	$250.00
39	Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	Ea.	$200.00
40	Determining Deleterious Material in Mineral Aggregate	Tex-413-A	Ea.	$50.00
41	Air Content of Freshly Mixed Concrete by the Volumetric Method	Tex-414-A	Ea.	$2.00
42	Slump of Hydraulic Cement Concrete	Tex-415-A	Ea.	$1.00
43	Air Content of Freshly Mixed Concrete by the Pressure Method	Tex-416-A	Ea.	$2.00
44	Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A (ASTM C39)	Ea.	$14.00
45	Measuring Temperature of Freshly Mixed Portland Cement Concrete	Tex-422-A	Ea.	$1.00
46	Determining Pavement Thickness by Direct Measurement	Tex-423-A	Hr.	$42.00
47	Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	Hr.	$42.00
48	Estimating Concrete Strength by the Maturity Method	Tex-426-A	Ea. Mix	$500.00
49	Correlating Concrete Strength Tests	Tex-427-A	Ea. Mix	$200.00
50	Slump Loss of Hydraulic Cement Concrete	Tex-430-A	Ea.	$200.00
51	Measuring Texture Depth by the Sand Patch Method	Tex-436-A	Ea.	$200.00
52	Initial Time of Set of Fresh Concrete	Tex-440-A	Ea.	$200.00
53	Making and Curing Concrete Test Specimens	Tex-447-A	Hr.	$42.00

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
COSA HORIZONTAL TESTS				
54	Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	Ea.	$50.00
55	Determining Crushed Face Particle Count	Tex-460-A	Ea.	$250.00
56	Degradation of Coarse Aggregate by Micro-Deval Abrasion	Tex-461-A	Ea.	$250.00
57	Uniformity of Concrete	Tex-472-A	Ea.	$250.00
58	Asphalt, Oils and Emulsions (with sampling and travel charges)	Tex-500-C	Ea.	$500.00
59	Testing Pre-Molded Joint Fillers for Concrete	Tex-524-C	Ea.	$500.00
60	Tests for Asphalt and Concrete Joint Sealers	Tex-525-C	Ea.	$500.00
61	Test for Cold Applied Plastic Asphalt Sewer Joint Compound	Tex-526-C	Ea.	$500.00
62	Effect of Water on Bituminous Paving Mixtures	Tex-530-C	Ea.	$90.00
63	Sampling and Testing Lime	Tex-600-J	Ea.	$75.00
64	Acid Insoluble Residue for Fine Aggregate	Tex-612-J	Ea.	$250.00
65	Sampling and Testing Epoxy Coated Reinforcing Steel	Tex-739-I	Ea.	$250.00
66	Asphalt Cores of In-place Asphalt Paving	ASTM D3549	Ea.	$60.00
67	Los Angeles Abrasion Test	ASTM C131	Ea.	$200.00
68	Asphaltic Concrete Extraction, Gradation, Bitumen Content, Stability, Laboratory Density, and Rice Gravity		Ea.	$400.00
69	Slurry Seal Testing (Field Measurement of slurry seal application)		Hr.	$42.00
70	Inspection/ Sampling at Pre-cast Manufacturer		Hr.	$65.00
71	Proofrolling Observations		Hr.	$42.00
72	Lime Stabilized Subgrade and Base Course Thickness Checks		Hr.	$42.00
73	Aggregate Base Course Analysis (Field Gradations)		Hr.	$42.00
74	Concrete Placement Observation		Hr.	$42.00
75	Concrete Compression Check		Ea.	$14.00
76	Reinforcing Steel Observation		Hr.	$85.00
77	California Bearing Ratio (CBR)	ASTM D4429	Ea.	$500.00
78	Texas Triaxial Test (Part 1)	Tex-117-E	Ea.	$350.00
79	Texas Triaxial Test (Part 2)	Tex-117-E	Ea.	$400.00
80	Compression Testing of Mortar Cubes (2x2)	Tex-442-A	Ea.	$20.00
81	Compression Testing of Grout Prisms (3.5 x 3.5 x 7)	ASTM C1314	Ea.	$20.00
82	Curing, Capping & Compressive Strength Testing of Concrete Core		Ea.	$14.00
83	Concrete Masonry Unit Compressive Strength	ASTM C1314	Ea.	$100.00
84	Concrete Masonry Prism Compressive Strength		Ea.	$100.00
85	Concrete Mix Design		Ea.	$500.00
86	Concrete Mix Design Verification		Ea.	$150 (Submittal Review)
87	Grout Mix Design		Ea.	$500.00
88	Grout Mix Design Verification		Ea.	$150 (Submittal Review)
89	Mortar Mix Design		Ea.	$500.00
90	Mortar Mix Design Verification		Ea.	$150 (Submittal Review)
91	Hot Mix Asphalt / Maximum Theoretical Specific Gravity		Ea.	$100.00
92	Hot Mix Asphalt / Extraction (Solvent Method)	Tex-210-F	Ea.	$200.00
93	Hot Mix Asphalt / Gradation	ASTM 6913	Ea.	$100.00
94	Hot Mix Asphalt / Stability (Set of 3)	Tex-208	Ea.	$150.00
95	Hot Mix Asphalt / Bulk Specific Gravity	ASTM D2041	Ea.	$85.00
96	Hot Mix Asphalt / Molding Specimen (Set of 3)	AASHTOT312	Ea.	$90.00
97	Hot Mix Asphalt / Mix & Molding of Specimen (Set of 3)	AASHTOT312	Ea.	$150.00
98	Asphalt Content Test (Ignition Oven Method)		Ea.	$100.00
99	Hot Mix Asphalt / Sand Equivalent Test	Tex-203-F (ASTM D2419)	Ea.	$90.00
100	Hot Mix Asphalt / Mix Design Verification		Ea.	$150 (Submittal Review)
101	Hot Mix Asphalt / Core Density		Ea.	$60.00
102	Hot Mix Asphalt / Molded Density		Ea.	$85.00
103	Ride Quality Measurement		Hr.	Quoted by project

* Vertical Tests

a) Steel Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Steel Construction Table.

b) Concrete Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Concrete Construction Table.

PROFESSIONAL SERVICES INDUSTRIES, INC.

JOB CLASSIFICATIONS			
		Unit	Unburdened Labor Rate
1	Admin/ Clerical	Hr.	$18.67
2	Certified Welding Inspector	Hr.	$27.65
3	Concrete Technician	Hr.	$24.64
4	Drafting/ DADD	Hr.	$17.34
5	Drilled Pier Technician	Hr.	$24.64
6	Engineering Technician/ Soil, Concrete, Masonry	Hr.	$20.30
7	Geotechnical Engineer, P.E.	Hr.	$44.85
8	Graduate Engineer/ Project Manager	Hr.	$33.18
9	Hot Mix Asphaltic Concrete Technician	Hr.	$24.64
10	Laboratory Technician	Hr.	$18.10
11	Materials Technician	Hr.	$24.64
12	Principal Engineer/ Sr. Technical Professional	Hr.	$52.76
13	Project Coordinator	Hr.	$21.95
14	Project Engineer/ Scientist/ Geologist	Hr.	$34.30
15	Project Manager	Hr.	$44.85
16	Soil Technician	Hr.	$24.64
17	Special Inspection Technician	Hr.	$24.64
18	Sr. Engineer Technician	Hr.	$24.64
19	Sr. Engineer/ Scientist/Geologist	Hr.	$51.17
20	Structural Steel Technician	Hr.	$27.65

EQUIPMENT			
		Unit	Rate
1	Concrete Compressive Testing Machine	Day	$50.00
2	Concrete Flexural Beam Breaker	Day	$35.00
3	Coring Bit Wear (Length x Diameter)	Inch/ Diameter	$15.00
4	Coring Equipment (Generator / Coring Rig)	Trip	$145.00
5	Ferra-Scanning Equipment	Trip	$150.00
6	Patching Holes	Ea.	$15.00
7	R-Meter	Trip	$75.00
8	Saw Cut Equipment	Trip	$150.00
9	Swiss Hammer (Rebound Hammer)	Trip	$25.00
10	Vehicle Charge** (4 hours or less)	Day	$15.00
11	Vehicle Charge** (over 4 hours)	Day	$15.00
12	Windsor Probe	Trip	$75.00
13	Windsor Probe Shots	Ea.	$20.00

** Vehicle Charge shall be in lieu of mileage, travel time, wear and tear, and any other expense(s) associated with vehicular travel and use of the vehicle on the job site. Vehicle Charge is limited to one charge dependent upon the amount of time the vehicle is used, either at 4 hours or less, or over 4 hours as applicable, per day per vehicle used for the job regardless of the number of trips to and from the job site or the tests/ services provided during the day. Under no circumstances will Consultant charge mileage, travel time, wear and tear, or any other expense(s) associated with vehicular travel other than a Vehicle Charge as set out herein.

NOTE: In the event that the City requires additional tests to be performed or other types of equipment, for which no rates are set out in the Agreement, Consultant and City shall negotiate and mutually agree upon pricing for such tests or equipment in writing prior to Consultant performing such test.

EXHIBIT 2

DBE COMPLIANCE AND ENFORCEMENT

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

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

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

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

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

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

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

EXHIBIT 3

FEDERAL CONTRACT PROVISIONS – PROFESSIONAL SERVICES CONTRACTS

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

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

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

1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

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

2.1 The 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.

PROVISION 3. DISADVANTAGED BUSINESS ENTERPRISES

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

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

PROVISION 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

4.1 No Federal appropriated funds shall be paid, by or on behalf of the 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.

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

PROVISION 5. ACCESS TO RECORDS AND REPORTS

5.1 The 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.

PROVISION 6. BREACH OF CONTRACT TERMS

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

PROVISION 7. RIGHTS TO INVENTIONS

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

PROVISION 8. TRADE RESTRICTION CLAUSE

8.1 The 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.

8.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a 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.

8.3 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.

8.4 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.

8.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the 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.

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

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

PROVISION 9. TERMINATION OF CONTRACT

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

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

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

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

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

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

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

EXHIBIT 4

Consultant
And
Contractor
Travel, Living & Relocation Expense Policy

SAN ANTONIO
AIRPORT SYSTEM

City of San Antonio

As of 6/2/08

Reimbursable Expense Policy
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Consultant & Contractor Reimbursable Expense Policy

1. GENERAL

1.1 Introduction

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

1.2 Scope

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

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

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

1.3 Policy

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

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

1.4 Definitions

The following definitions apply to this Policy:

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

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

Official Travel Time – For the purposes of computing per diem allowances, official travel starts at the day and time the Contractor employee leaves their home, office, or other authorized point and ends on the day and time the Contractor employee returns home, to the office, or other authorized point. This definition is for computing per diem allowances only and may not be used for billing chargeable Contractor employee hours.

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

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

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

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

1.5 Reimbursements

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

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

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

Entertainment expenses, including alcohol, are not reimbursable.

1.6 Interrupted Itinerary

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

2. Transportation Expenses

2.1 Guideline

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

2.2 Air Travel

Lowest Available Airfare

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

Use of Business or First Class

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

Extended Travel to Save Costs

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

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

2.3 Travel by Private Automobile

Reimbursement for Travel by Private Automobile

Travel by private automobile will only be reimbursed if such travel is for a valid business purpose. When a private automobile is used, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Contractor. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs,

cleaning, detailing, tires, gasoline, or other automobile expense items will not be reimbursed for privately owned automobiles.

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

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

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

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

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

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

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

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

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

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

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

2.6 Ground Transportation

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

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

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

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

3. Living Expenses

3.1 Lodging

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

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

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

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

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

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

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

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

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

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

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

3.4 Incidental Expenses

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

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

3.5 Daily Allowance and Lodging Allowance for Extended Travel

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

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

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

4. Relocation Assistance

4.1 Requirements

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

4.2 Limitations

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

Relocation Assistance Limitations

Personnel Type	*The lower of:*	
Key Position	Actual Allowable Expenses	$10,000 max
Professional Positions	Actual Allowable Expenses	$5,000 max

4.3 Allowable Expenses In General

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

4.4 Travel Expenses by Car

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

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

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

4.5 Household Goods and Personal Effect Expenses

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

4.6 Storage Expenses

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

4.7 Travel Expenses

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

4.8 Non-reimbursable Relocation Expenses

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

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

4.9 Relocation Assistance Recovery

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

5. Miscellaneous Expenses

5.1 General

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

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

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

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

5.2 Telephone Calls

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

Personal phone calls are not reimbursable.

5.3 Local Business Meetings

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

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

6. Travel Expense Settlement

6.1 Reimbursement

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

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

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

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

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

6.2 Right to Audit

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

Received by
Planning & Engineering

Received by
Planning & Engineering

JAN 17 2013

ORIGINAL

ON-CALL CONSTRUCTION MATERIALS TESTING SERVICES AGREEMENT

FOR THE SAN ANTONIO AIRPORT SYSTEM

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

This Agreement is made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereafter referred to as "City" and

RABA KISTNER CONSULTANTS, INC.
12821 W. Golden Lane
San Antonio, Texas 78249

hereafter referred to as "Contractor", said Agreement being executed by City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by Contractor for on call material testing services, hereinafter set forth.

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ARTICLE I.
DEFINITIONS

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

1.1 "Application for Compensation" means written form for a request from Contractor to be paid for completed work.

1.2 "City" or "Owner" means the City of San Antonio, Texas.

1.3 "Compensation" means amounts paid for services under this Agreement.

1.4 "Contractor" means **RABA KISTNER CONSULTANTS, INC.** and its officers, partners, employees, agents and representatives, and all sub-contractors, if any, as well as all other persons or entities for which Contractor legally is responsible.

1.5 "Director" means the Director of City's Aviation Department or his designee.

1.6 "FAA" means the Federal Aviation Administration.

1.7 "General Conditions" means the General Conditions for City of San Antonio Construction Contracts document used in conjunction with this Agreement that states the minimum performance requirements of Contractor, as well as the rights and responsibilities of both City and Contractor. Both Contractor and City are bound to the terms and conditions of these General Conditions.

1.8 "Plans and Specifications" means the construction documents.

1.9 "Project" means the specific construction materials testing services for which a Finalized Task Order is negotiated and executed by both Parties hereto.

1.10 "Proposal" means Contractor's Proposal to provide services for this Project.

1.11 "SAMSA" means the San Antonio Metropolitan Statistical Area or Relevant Marketplace, which collectively is comprised by Bexar County and the seven (7) surrounding counties of Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson.

1.12 "SAWS" means the San Antonio Water System, Inc.

1.13 "Schedule of Values" means the values allocated to materials and various portions of the work, prepared in such form, and supported by such data to substantiate its accuracy as City may require.

1.14 "Scope of Services" means the services described in Article IV Scope of Services.

1.15 "Services" means those services described in the Scope of Services as set out in a Finalized Task Order.

1.16 "Total Compensation" means the Not-to-Exceed amount of this Agreement.

1.17 "Finalized Task Order" means a written agreement, executed by both and made a part of this Agreement, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.

1.18 "Task Order Request" means a request to Contractor to submit a Proposal for a specific Project as further defined herein.

ARTICLE II.
COMPENSATION

2.1 The Compensation for all services included in this Agreement **SHALL NOT EXCEED SIX HUNDRED THOUSAND DOLLARS AND NO/100 CENTS ($600,000.00).** Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined solely by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Contractor at any time Contractor is in default under this Agreement.

2.2 Contractor shall submit a Proposal for each Project that City requests to be performed under this Agreement. City either will approve or disapprove each Proposal. City's approval shall be evidenced by the Finalized Task Order executed by both parties. Finalized Task Orders shall be numbered sequentially starting with number one (1) and must reference this Agreement. Each Finalized Task Order will become a part of this Agreement.

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

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

2.3 Each Task Order amount shall be based on the scope of services for a particular Project and will be based on the pre-priced tasks, unit prices, and/or hourly rates included in Exhibit 1, Fee Schedule, attached hereto, incorporated herein and made a part of this Agreement.

2.4 Reimbursable Expenses (If Applicable)

When authorized by City in writing, Contractor will be entitled to reimbursement at actual incurred cost without markup for services and related expenses for the following items:

2.4.1 Travel outside SAMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Contractor's performance of Service under this Agreement and must comply with the Aviation Department Consultant and Contractor Reimbursable Expense Policy, Exhibit 4 hereto. Travel costs are limited to the per diem rates set annually by the Federal

Government's General Services Administration. Contractor shall proved detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Finalized Task Order issued. Kindly note that City does not pay for Contractor's travel within SAMSA.

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

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

2.4.4 City will not pay markups for Subcontractor work. There shall be no markup on reimbursables from Subcontractors.

ARTICLE III.
METHOD OF PAYMENT

3.1 Contractor shall submit invoices no more than once monthly. Payments to Contractor shall be in the amount shown on the invoices consistent with the Finalized Task Order and its supporting documentation submitted and shall be subject to City's approval. All services shall be performed to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and/or which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service as set out in Contractor's Fee Schedule in Exhibit 1 hereto, and the Finalized Task Order.

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

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

FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONTRACTOR.

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

3.5 Project Close Out and Final Payment:

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

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

3.5.2.1 delays in the performance of Contractor's work;

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

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

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

3.5.2.5 damage to City; or

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

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

3.5.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any phase of work or as final compensation or regarding any amount that may be withheld by City, Contractor shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided in the Agreement documents for the resolution of such dispute. In the event Contractor does not initiate and follow the claims procedures provided in the Agreement documents in a timely manner and as required by the terms thereof, any such claim shall be deemed waived by Contractor.

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

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

3.5.3.4 Contractor agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. In the event that a dispute arises over any aspect of Work performed by Contactor within the four (4) years after completion of Services provided under this Agreement, Contractor shall retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after final resolution of any dispute. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records and shall have the right to audit same.

ARTICLE IV.
SCOPE OF SERVICES

4.1 Contractor understands, accepts and agrees that City has entered or may enter into multiple On-Call Construction Materials Testing Agreements with other contractors and City has the authority to assign services under this and other Agreements at its sole discretion. As stated in Article II herein, Contractor understands, accepts and agrees that City makes no minimum guarantees with regard to the amount of work, if any, which Contractor may be extended under this Agreement.

4.2 This Agreement is an On-Call Agreement or indefinite delivery agreement for on-call construction materials testing and other such services that are required for Contractor to provide or are associated with on-call construction materials testing and specific requirements as to location, conditions, procedures and associated services pertaining to a Project, shall be negotiated and set out in individual Finalized Task Orders for each request, which Finalized Task Orders shall be incorporated into and shall become a part of this Agreement.

4.3 Contractor shall provide all labor, equipment and transportation necessary to complete all services, agreed to by Finalized Task Order by Contractor pursuant to this Agreement, in a timely manner throughout the term of this Agreement. Additionally, Contractor shall provide staff for regular, overtime, night, weekend and holiday service, as requested or required by City. Persons retained by Contractor to perform work pursuant to this Agreement shall be employees or Subcontractors of Contractor.

4.4 Immediately upon City Council approval of this Agreement, Contractor shall, at Contractor's expense, obtain 1) Airport Personnel Identification Badges for each employee who may perform work hereunder, and 2) Airfield Driver's Licenses, as needed, for employees that may have a need to operate a vehicle within the Airport Operations Area. Contractor, at its own expense, shall maintain sufficient staff security clearances, badges and driving operator licenses to be able to initiate CMT Services in a timely manner upon issuance of a notice to proceed.

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

4.6 Contractor, in consideration for the compensation herein provided, shall render the professional services described in this Section IV necessary for the advancement of the Project to Final Completion.

4.7 Contractor shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in each authorized Finalized Task Order, in accordance with the Contractor's Fee Schedule in Exhibit 1 hereto.

4.8 All services and work performed under this Agreement must be conducted in full conformance with the provisions of this Agreement and be in compliance with all FAA requirements and the American Society for Testing and Material ("ASTM") standards. Additionally, Contractor shall only use testing laboratory(ies) which comply with all applicable FAA requirements and ASTM standards.

4.9 For all tests performed pursuant to this Agreement, Contractor shall promptly deliver to Department, within such timeframe required to avoid any delay in construction progress, two (2) paper copies and one (1) electronic copy in Adobe PDF format on a compact disc of all reports, on the testing laboratory's letterhead and signed by a Professional Engineer or appropriate licensed Professional, of the test results which include:

a. The Project name,
b. Date(s)/time(s)/location(s) of service,
c. Report Identification Number,
d. Type and quantity of tests performed
e. Test Results
f. Standards Controlling the Test(s)
g. Compliance or noncompliance with the specifications
h. Any extenuating circumstances affecting the test(s) or result(s)
i. Observations to include service time chargeable to delays and rescheduling.
j. If manpower is involved, provide names, job classification and hours.
k. Number of trips with work performed on the Project.
l. Name of person who ordered the test(s).
m. Identify any and all re-test services.

4.10 Contractor is responsible for ensuring that at the end of each Project, the construction materials testing lab uses test results to follow FAA Section 110, Method of Estimating Percentage of Material within Specification Limits (PWL) to provide a table on concrete and asphalt, if applicable.

4.11 Contractor's Fee Schedule, which includes pre-priced tasks, unit prices and/or hourly rates, is incorporated by reference herein, attached hereto and labeled as Exhibit 1.

ARTICLE V.
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the San Antonio City Council and the execution by both parties and shall remain valid for the period of five (5) years.

5.2 Time is of the essence of this Agreement. Contractor shall perform and complete its obligations for the various Projects under Article IV herein in a prompt and continuous manner so as to not delay the development of the design services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City and construction contractor. If, upon review of Finalized Task Orders, corrections, modifications, alterations or additions are required of Contractor, these items shall be completed by Contractor before that Finalized Task Order is approved.

5.3 Contractor shall not proceed with the next appropriate Finalized Task Order without written authorization from City. City may elect to discontinue Contractor's services at any time. However, if circumstance dictates, City may make adjustments to the scope of Contractor's obligations at any time to achieve the required services.

5.4 Contractor shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Contractor's reasonable control. Within twenty one (21) days from the occurrence of any such event, for which time for performance by Contractor shall be significantly extended under this provision, Contractor shall give written notice thereof to City stating the

reason for such extension and the actual or estimated time thereof. If City determines that Contractor is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement and/or deny Contractor's request for an extension.

5.5 This Agreement, and all Finalized Task Orders issued prior to the expiration of this Agreement shall remain valid for a period which reasonably may be required for the completion of all Projects, including any extra work and any required extensions thereto, unless discontinued as provided for elsewhere in this Agreement.

ARTICLE VI.
PROJECT SERVICES REQUEST PROCESS

6.1 Necessary on-call construction materials testing work requirements shall be established with each Project-specific Finalized Task Order.

6.2 When City has a Project for which it desires to procure on-call construction materials testing services, City shall notify Contractor by issuing a Task Order Request. Each Task Order Request shall include, at a minimum: name of Project, location of Project, copies of or access to Project documentation (such as specifications, environmental reports, drawings, etc.) needed by Contractor to prepare a Proposal, Project schedule and any specific deadlines for performance of on-call construction materials testing services, and a deadline for providing City with a Proposal based on the above.

6.3 Contractor shall prepare and submit to City, within the timeline stated in a Task Order Request, a Proposal for the requested services which will include, at minimum: Scope of Services; specific staffing; an estimate of task cost, based on rates and fees set out in Exhibit 1. Contractor shall submit the Proposal in editable electronic format to the City. By submitting a Proposal, Contractor agrees to perform the requested service(s) within the time stated in the Task Order Request.

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

6.5 The Director or his/her designee has the authority to execute a Finalized Task Order on behalf of City, so long as such finalized Task Order does not exceed the total Agreement value and funds are provided for in the Project budget as allocated by City Council.

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

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

6.8 Each Finalized Task Order shall be incorporated herein for all purposes. Each Finalized Task Order shall be numbered sequentially, starting with number one (1) and must reference this Agreement.

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

ARTICLE VII.
COORDINATION WITH THE CITY

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

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

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

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

ARTICLE VIII.
REVISIONS TO DOCUMENTS

Contractor shall make, without expense to City, such revisions to the drawings, reports or other documents as may be required to meet the needs of City and which are within the Scope of Services. After the approval of reports or other documents by City, any City request for revisions, additions or other modifications which involve extra Contractor services and expenses shall be by means of a negotiated Finalized Task Order

ARTICLE IX.
OWNERSHIP OF DOCUMENTS

9.1 All documents not related to any Task performed by Contractor, including drawings, estimates, specifications and all other documents and data previously owned by Contractor, shall remain the property of Contractor as instruments of service. However, it is to be understood that City shall have free access to all such information and City retains the right to make and retain copies of drawings, estimates, specifications and all other documents and data of Contractor. Any reuse by City of any Contractor drawings, estimates, specifications and any other documents and data previously owned by Contractor, without specific written verification or adaptation by Contractor will be at City's sole risk and without liability or legal exposure to Contractor.

9.2 Contractor acknowledges and agrees that City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of a Task and this Agreement and said information shall be used as City desires. Any and

all documents, including the original drawings, estimates, specifications and all other documents and data shall be delivered to City, at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use. City will be providing reports developed pursuant to this Agreement to the FAA.

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

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

9.5 Contractor may make copies of any and all documents and items for its files. Contractor shall have no liability for changes made to or use of the drawings, specifications and other documents by Architects and/or Engineers or other persons, subsequent to the completion of the Project. City requires that Contractor appropriately mark all changes or modifications on all drawings, specifications and other documents by Architects and/or Engineers or other persons, including electronic copies, subsequent to the completion of the Project.

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

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

ARTICLE X.
TERMINATION AND/OR SUSPENSION

10.1 Termination Without Cause.

10.1.1 This Agreement may be terminated by City without cause, prior to Director giving Contractor written notice to proceed, should Director, in his sole discretion, determine that it is not in City's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Contractor.

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

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

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

10.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 10.1.3 of this clause.

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

10.1.7 This Agreement may be terminated by the Contractor, at any time after issuance of the Director's notice to proceed, upon sixty (60) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

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

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

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

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

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

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

10.3.5 Contractor 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) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Contractor's assets or properties: or

10.3.6 Contractor fails to comply in any respect with the insurance requirements set forth in this Agreement.

10.4 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.

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

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

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

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

10.9 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 Contractor for any default hereunder or other action.

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

10.11 Contractor's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Contractor shall have the right to terminate this Agreement. Contractor may exercise this right to terminate by issuing a written Notice of Termination to the City, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by City and such termination shall be subject to all the requirements set out in Paragraphs 8.5 and 8.6 above, related to the Orderly Transfer and Fee Payment.

10.12 Procedures Upon Receipt of Notice of Suspension.

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

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

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

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

10.12.5 Any documents prepared in association with this Agreement shall be delivered to City by Contractor, as a pre-condition to final payment, within thirty (30) calendar days after receipt by City of Contractor's notice of termination.

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

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

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

ARTICLE XI.
CONTRACTOR'S WARRANTY

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

ARTICLE XII.
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

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

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

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

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

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

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

12.7 Contractor shall not terminate for convenience a DBE sub-consultant submitted with the proposal and approved by the City or the Aviation Department (or an approved substitute DBE firm) and then perform the work of the terminated sub-consultant with its own forces or those of an affiliate, without prior written permission by the City.

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

12.9 The Contractor shall comply with the DBE Compliance and Enforcement Policy attached hereto as Exhibit 2.

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

ARTICLE XIII.
ASSIGNMENT OR TRANSFER OF INTEREST

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

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

13.3 Contractor 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 the terms hereof.

ARTICLE XIV.
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any Task or work under this Agreement, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to City's Aviation Department, which clearly shall be labeled "On-Call Construction Material Testing Services" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as Contractor's proof of insurance. The certificate(s) or form must have the agent's signature, phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee other than City's Risk Manager shall have authority to waive this requirement.

14.2 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.

14.3 Contractor's financial integrity is of interest to City. Therefore, subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of not less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations * b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $5,000,000 per occurrence (to include AOA access)

5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

14.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. 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.

14.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Planning & Development Department
9800 Airport Boulevard
San Antonio, Texas 78216

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

14.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any

payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

ARTICLE XV.
INDEMNIFICATION

15.1 Contractor, whose work product is the subject of this Agreement for professional 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 reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONTRACTOR'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the rights or duties under this AGREEMENT.

15.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

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

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

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

ARTICLE XVI.
CLAIMS AND DISPUTES

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

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

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

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

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

16.5.1 No consequential damages will be allowed.

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

16.5.3 No profit will be allowed on any damage claim.

16.6 NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

16.7 Alternative Dispute Resolution.

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

16.7.2 Before invoking mediation or any other alternative dispute process set forth herein, the parties hereto agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute, the parties then shall proceed with mediation. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

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

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

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

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

ARTICLE XVII.
SEVERABILITY

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

ARTICLE XVIII.
INTEREST IN CITY CONTRACTS PROHIBITED

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

18.2 Contractor acknowledges that it is informed that the Charter of 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 the City-owned utilities. Contractor's officer(s) or employee(s) 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 Agreement or sale:

a. a City officer or employee;

b. a City officer or employee's parent, child or spouse;

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

d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

ARTICLE XIX.
CONFLICTS OF INTEREST DISCLOSURE

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

a. being in a partnership or joint venture with a City officer or employee;

b. having a contract with a City officer or employee;

c. being joint owners of a business with a City officer or employee;

d. owning at least ten percent (10%) of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or

e. having an established business relationship with a City Officer or employee as a client or customer.

ARTICLE XX.
STANDARD OF CARE/LICENSING

20.1 Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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

ARTICLE XXI.
RIGHT OF REVIEW AND AUDIT

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

sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

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

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

ARTICLE XXII.
ENTIRE AGREEMENT

This Agreement, and all Exhibits attached to and incorporated herein, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either oral or written.

ARTICLE XXIII.
VENUE

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS AND COURT DECISIONS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

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

ARTICLE XXIV.
NOTICES

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

If intended for City to:	If intended for Contractor, to:
Aviation Department	**RABA KISTNER CONSULTANTS, INC.**
Attention: Planning & Development Division	**Attention: Chris L. Schultz, P.E. PMP**
9800 Airport Boulevard	**12821 W. Golden Lane**
San Antonio, Texas 78216	**San Antonio, Texas 78249**

ARTICLE XXV.
INDEPENDENT CONTRACTOR

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

ARTICLE XXVI.
CAPTIONS

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

ARTICLE XXVII.
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.

ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY

Contractor 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, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.

ARTICLE XXIX.
AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Contractor. The Director shall have the authority to execute amendments that require up to $25,000.00 in increased cost on behalf of the City without further action by the San Antonio City Council, subject to appropriation of funds for the increase in cost. Any other change will require approval of the City Council by passage of an ordinance therefore.

ARTICLE XXX.
FAMILIARITY WITH LAW AND CONTRACT TERMS

30.1 Contractor represents that, prior to signing this Agreement; Contractor has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, regulations and FAA Advisory Circulars and guidelines, and all of the terms and conditions of this Agreement and will comply therewith.

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.

ARTICLE XXXI.
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.

ARTICLE XXXII.
NON-WAIVER OF PERFORMANCE

32.1 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.

32.2 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.

ARTICLE XXXIII.
RELATIONSHIP OF THE PARTIES

33.1 Contractor accepts the relationship of trust, good faith and fair dealing established by this Agreement and shall cooperate with the City in furthering the City's interests. The Contractor accepts this relationship of trust and confidence established with the City and covenants with the City to furnish the Contractor's professional skill and judgment in furthering the interests of the City. The Contractor shall furnish consulting services as set forth herein and shall use the Contractor's professional efforts to perform the services in an expeditious and economical manner consistent with the interests of the City. The Contractor will perform the required services consistent with sound and generally accepted consulting practices, exercising the degree of skill, care and judgment consistent with such practices in San Antonio, Texas.

33.2 Contractor shall require each sub-consultant, to the extent of the Services to be performed by the sub-consultant, to be bound to Contractor by the terms of the Agreement, and to assume toward Contractor all the obligations and responsibilities that Contractor, by this Agreement, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Agreement with respect to the Services to be performed by the Sub-consultant so that subcontracting thereof will not prejudice such rights.

ARTICLE XXXIV.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

34.1 By execution of this Agreement, the undersigned authorized representative of Contractor certifies, and the City relies thereon, that neither Contractor., 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).

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

34.3 Contractor'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.

ARTICLE XXXV.
AIRPORT SECURITY

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

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

35.3 Gates and doors located in and around the Airport Premises utilized by Contractor that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Contractor at all times when not in use, or under Contractor's constant security surveillance. Gate or door

malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

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

IN WITNESS WHEREOF, the City of San Antonio lawfully has caused these present to execute this Agreement by the hand of the City Manager, or designee; Contractor, acting by the hand of CHRIS SCHULTZ thereunto authorized, does now sign, execute and deliver this document.

Executed on this 18 day of JANUARY, A. D. 2013.

CITY OF SAN ANTONIO

Ed Belmares
Assistant City Manager

RABA KISTNER CONSULTANTS, INC.

Chris L. Schultz, P.E., PMP
President & C.O.O.

APPROVED AS TO FORM:

City Attorney

EXHIBIT 1

FEE SCHEDULE

GENERAL COMPENSATION PROVISIONS

The following General Compensation Provisions will apply:

Depending upon Project Task Order, Consultant may propose to invoice the City for the following:

a. Hours
b. Tests
c. Equipment
d. Expenses

Hours will include time for all labor required to perform CMT Services. Such labor will be billed at the rates mutually agreed upon and incorporated into this Agreement.

A work week shall be defined as beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on the following Sunday. Overtime shall be defined as any hours worked by a single individual in excess of 40 hours within a single work week. Overtime shall be defined as 1.5 times the approved regular hourly rate.

Consultant will charge the City only for actual, documented hours worked, rounded to the nearest ¼ hour, and will not charge for Consultant employee lunch or break times, even if employee is located at a Project site.

In the event that a rain day is called by Construction Contractor of a Project, Consultant shall only invoice City for hours actually worked/ traveled on the Project, tests performed, equipment used and expenses incurred that day. In no event will City compensate Consultant for delays or work stoppages of any nature that are outside of the control of the City.

Equipment used in connection with a Project may be billed at the rates mutually agreed upon and incorporated into this Agreement.

Expenses which are: (1) specifically identified and agreed to within a Finalized Task Order, and (2) actually incurred and sufficiently documented in connection with a Task Order, shall be invoiced at cost, plus a Fixed Fee (10%). Such Expenses may include, but are not limited to, the following:

- Any services directly applicable to the Project, such as special consultant or subcontractor services that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable communication expenses applicable to a Project, such as long distance telephone, facsimile, telegraphy, cable, express delivery, charges, postage, and similar costs that are not applicable to Consultant's general correspondence and/or operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable processing and reproduction costs applicable to a Project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

Allowable travel, pre-approved in writing by the City, and other expenses shall be invoiced at the actual cost incurred without mark-up and must be in compliance with the Aviation Department Consultant & Contractor Reimbursable Expense Policy, Exhibit 4 hereto to be eligible for reimbursement. City reserves the right to request such additional information as the City deems necessary to support the invoiced charges.

Consultant may not invoice for any work associated with the Project Task Order Request Process, including development of Proposed Task Order and its negotiations.

The rates and charges set out herein shall apply throughout the term of the contract.

Consultant's Overhead & GA Rate: 192.56

Consultant's Fixed Fee on Labor & Overhead: 10% (Not allowed on anything else.)

RABA-KISTNER CONSULTANTS, INC.

TESTS				
	Test Description	Applicable Test Methods	Unit	Rate
VERTICAL TESTS*				
1	Design Strengths of Materials	1706		Project Specific
2	Alternative Test Procedures	1707		Project Specific
3	Test Safe Load	1708		Project Specific
4	In-Situ Load Test	1709		Project Specific
5	Preconstruction Load Tests	1710		Project Specific
6	Material & Test Standards	1711		Project Specific
7	Steel Construction / Material Verification of High-strength Bolts, Nuts & Washers			Project Specific
8	Steel Construction / Inspection of High Strength Bolting		Hr.	$27.52
9	Steel Construction/ Material Verification of Structural Steel		Hr.	$27.52
10	Steel Construction / Material Verification of Weld Filler Materials		Hr.	$27.52
11	Steel Construction / Inspection of Welding - Structural Steel		Hr.	$27.52
12	Steel Construction / Inspection of Welding - Reinforcing Steel		Hr.	$27.52
13	Steel Construction / Inspection of Steel Frame Joint Details for Compliance with Approved Construction Documents		Hr.	$27.52
14	Concrete Construction / Inspection of Reinforcing Steel (including Pre-stressing tendons and placement)		Hr.	$17.84
15	Concrete Construction / Inspection of Reinforcing Steel Welding (in accordance with Table 1704.3, Item 5 b)		Hr.	$27.52
16	Concrete Construction / Inspection of bolts to be installed in concrete prior to and during the placement concrete where allowable loads have been increased.		Hr.	$17.84
17	Concrete Construction / Verification on use of required design mix		Hr.	$17.84
18	Concrete Construction / At the time fresh concrete is sampled to fabricate specimens for strength test, perform slump and air content tests, and determine the temperature of concrete		Hr.	$15.32
19	Concrete Construction / Inspection of concrete and shot Crete placement for proper application techniques		Hr.	$15.32
20	Concrete Construction / Inspection for maintenance of specified curing temperature and techniques		Hr.	$15.32
21	Concrete Construction / Inspection of pre-stressed concrete (application of stressing forces)		Hr.	$17.84
22	Concrete Construction / Inspection of pre-stressed concrete (Grouting of bonded pre-stressing tendons in the seismic-force-resisting system)		Hr.	$17.84
23	Concrete Construction / Erection of precast concrete members		Hr.	$27.52
24	Concrete Construction / Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs		Ea.	$62 per maturity logger in the field or $2,600 to establish strength-maturity relationship of a concrete mix design in the laboratory.
25	Concrete Construction / Inspection formwork for shape, location and dimensions of the concrete member being formed		Hr.	$17.84
FAA HORIZONTAL TESTS				
1	10 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	ASTM D6938	Ea.	$27.00
2	07 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method	ASTM D1556	Ea.	$37.00
3	08 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method	ASTM D2167	Ea.	$37.00
4	06 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates	ASTM C136	Ea.	$92.00
5	63 (2007) Standard Test Method for Particle-Size Analysis of Soils	ASTM D422	Ea.	$92.00
6	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12400 ft-lbf/ft³ (600 kN-m/m³)	ASTM D698	Ea.	$275.00
7	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)	ASTM D1557	Ea.	$275.00

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
FAA HORIZONTAL TESTS				
8	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665	Hr.	$15.32
9	04 Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	ASTM C117	Ea.	$40.00
10	09 Standard Practice for Sampling Aggregates	ASTM D75 / D75M	Hr.	$15.32
11	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665	Hr.	$15.32
12	11 Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures	ASTM D558	Ea.	$275.00
13	06 Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	Set of 3	$80.00
14	11 Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	ASTM D3203 / D3203M	Set of 3	Included in Test Item 15
15	11 Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	ASTM D2726	Set of 3	$67.00
16	07e1 Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples	ASTM D1188	Set of 3	$90.00
17	06 Standard Test Method for Density, Absorption, and Voids in Hardened Concrete	ASTM C642	Ea.	$100.00
18	10 Standard Practice for Sampling Freshly Mixed Concrete	ASTM C172 / C172M	Hr.	$15.32
19	12 Standard Practice for Making and Curing Concrete Test Specimens in the Field	ASTM C31 / C31M	Hr.	$15.32
20	10 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78 / C78M	Ea.	$41.00
21	12 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens	ASTM C39 / C39M	Ea.	$21.00
22	10 Standard Specification for Structural Clay Load-Bearing Wall Tile	ASTM C34	Ea.	$325.00
23	12 Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	ASTM C174 / C174M	Hr.	$15.32
24	11 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications	ASTM D2321	Hr.	$27.21
25	Grade Tolerance – Straightedge		Hr.	$15.32
26	Thickness – Physical Measurement, Depth Test or Sample holes		Hr.	$15.32
27	10 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils (Atterberg Limit)	ASTM D4318	Ea.	$92.00
28	Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials	ASTM C92 - 95 (2010)	Ea.	$50.00
29	10a Standard Test Method for Slump of Hydraulic-Cement Concrete	ASTM C143 / C143M	Ea.	$50.00
30	11 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete	ASTM C1064 / C1064M		no charge for test
31	09 Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C535	Ea.	$200.00
32	11 Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures	ASTM D2041 / D2041M	Ea.	$95.00
COSA HORIZONTAL TESTS				
1	Preparing Soil and Flexible Base Materials for Testing	Tex-101-E		Included in test methods
2	Determining Moisture Content in Soil Materials	Tex-103-E	Ea.	$15.00
3	Determining Liquid Limits of Soils	Tex-104-E	Ea.	$92.00
4	Calculating the Plasticity Index of Soils	Tex-106-E	Ea.	$92.00
5	Determining the Bar Linear Shrinkage of Soils	Tex-107-E	Ea.	$110.00
6	Particle Size Analysis of Soils	Tex-110-E	Ea.	$92.00
7	Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	Ea.	$275.00
8	Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	Ea.	$275.00
9	Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	Ea.	$27.00

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
COSA HORIZONTAL TESTS				
10	Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	Ea.	$92.00
11	Soil / Base -Cement Testing (Mixed at site by others)	Tex-120-E	Ea.	$32.00
12	Soil / Base -Cement Testing (Mixed & molded in Lab)	Tex-120-E	Ea.	$110.00
13	Soil-Lime Testing	Tex-121-E	Ea.	See Item 13a - 13c
13a	Soil-Lime Testing - Base	Tex-121-E, Part I	Ea.	$800.00
13b	Soil-Lime Testing	Tex-121-E, Part II	Ea.	$300.00
13c	Soil-Lime Testing	Tex-121-E, Part III	Ea.	$40.00
14	Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	Set of 2	$136.00 (per Item 27)
15	Slurry Testing	Tex-130-E	Hr.	$15.32
16	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	Ea.	$92.00
17	Design of Bituminous Mixtures	Tex-204-F	Ea.	$2,000.00
18	Determining Density of Compacted Bituminous Mixtures	Tex-207-F	Set of 3	$67.00
19	Recovery of Asphalt from Bituminous Mixtures by the Abson Process	Tex-211-F	Ea.	$330.00
20	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	Ea.	$65.00
21	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	Ea.	$40.00
22	Sampling Bituminous Mixtures	Tex-222-F	Hr.	$15.32
23	Indirect Tensile Strength Test	Tex-226-F	Ea.	$43.00
24	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	Ea.	$95.00
25	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex 236-F (ASTM D6307)	Ea.	$145.00
26	Determining Optimum Residual Asphalt Content (RAC) for Polymer-Modified Slurry Seal (Microsurfacing) Mixtures	Tex-240-F		N/A
27	Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	Set of 2	$136.00
28	Hamburg Wheel-Tracking Test	Tex-242-F	Ea.	$480.00
29	Tack Coat Adhesion	Tex-243-F	Hr.	$19.77
30	Thermal Profile of Hot Mix Asphalt	Tex-244-F	Hr.	$19.77
31	Determining Flat and Elongated Particles	Tex-280-F	Ea.	$55.00
32	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	Tex-400-A (ASTM D2041)	Hr.	$15.32
33	Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	Ea.	$92.00
34	Fineness Modulus of Fine Aggregate	Tex-402-A		Included in Test Item 33
35	Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test For Concrete Aggregates)	Tex-406-A	Ea.	$40.00
36	Sampling Freshly Mixed Concrete	Tex-407-A	Hr.	$15.32
37	Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	Ea.	$41.00
38	Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	Ea.	$200.00
39	Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	Ea.	$485.00
40	Determining Deleterious Material in Mineral Aggregate	Tex-413-A	Ea.	$40.00
41	Air Content of Freshly Mixed Concrete by the Volumetric Method	Tex-414-A	Ea.	$30.00
42	Slump of Hydraulic Cement Concrete	Tex-415-A	Ea.	$25.00 (each additional)
43	Air Content of Freshly Mixed Concrete by the Pressure Method	Tex-416-A	Ea.	$30.00
44	Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A (ASTM C39)	Ea.	$21.00
45	Measuring Temperature of Freshly Mixed Portland Cement Concrete	Tex-422-A		no charge for test
46	Determining Pavement Thickness by Direct Measurement	Tex-423-A	Hr.	$15.32
47	Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	Ea.	$58.00
48	Estimating Concrete Strength by the Maturity Method	Tex-426-A		See Item 24 (Vertical Tests)
49	Correlating Concrete Strength Tests	Tex-427-A		See Item 24 (Vertical Tests)
50	Slump Loss of Hydraulic Cement Concrete	Tex-430-A	Hr.	$15.32
51	Measuring Texture Depth by the Sand Patch Method	Tex-436-A	Hr.	$17.84
52	Initial Time of Set of Fresh Concrete	Tex-440-A	Hr.	$19.77
53	Making and Curing Concrete Test Specimens	Tex-447-A	Hr.	$15.32

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
COSA HORIZONTAL TESTS				
54	Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	Ea.	$41.00
55	Determining Crushed Face Particle Count	Tex-460-A	Ea.	$75.00
56	Degradation of Coarse Aggregate by Micro-Deval Abrasion	Tex-461-A	Ea.	$265.00
57	Uniformity of Concrete	Tex-472-A	Ea.	$400.00
58	Asphalt, Oils and Emulsions (with sampling and travel charges)	Tex-500-C		N/A
59	Testing Pre-Molded Joint Fillers for Concrete	Tex-524-C		N/A
60	Tests for Asphalt and Concrete Joint Sealers	Tex-525-C		N/A
61	Test for Cold Applied Plastic Asphalt Sewer Joint Compound	Tex-526-C		N/A
62	Effect of Water on Bituminous Paving Mixtures	Tex-530-C	Ea.	$100.00
63	Sampling and Testing Lime	Tex-600-J	Hr.	$15.32
64	Acid Insoluble Residue for Fine Aggregate	Tex-612-J	Ea.	$90.00
65	Sampling and Testing Epoxy Coated Reinforcing Steel	Tex-739-I		N/A
66	Asphalt Cores of In-place Asphalt Paving	ASTM D3549	Per Core	$100.00
67	Los Angeles Abrasion Test	ASTM C131	Ea.	$200.00
68	Asphaltic Concrete Extraction, Gradation, Bitumen Content, Stability, Laboratory Density, and Rice Gravity		Ea.	$475.00
69	Slurry Seal Testing (Field Measurement of slurry seal application)		Hr.	$15.32
70	Inspection/ Sampling at Pre-cast Manufacturer		Hr.	$17.84
71	Proofrolling Observations		Hr.	$15.32
72	Lime Stabilized Subgrade and Base Course Thickness Checks		Hr.	$15.32
73	Aggregate Base Course Analysis (Field Gradations)		Ea.	$92.00
74	Concrete Placement Observation		Hr.	$15.32
75	Concrete Compression Check		Ea.	$21.00
76	Reinforcing Steel Observation		Hr.	$15.32
77	California Bearing Ratio (CBR)	ASTM D4429	Ea.	$530.00
78	Texas Triaxial Test (Part 1)	Tex-117-E	Ea.	$1,400.00
79	Texas Triaxial Test (Part 2)	Tex-117-E	Ea.	$1,280.00
80	Compression Testing of Mortar Cubes (2x2)	Tex-442-A	Ea.	$25.00
81	Compression Testing of Grout Prisms (3.5 x 3.5 x 7)	ASTM C1314	Ea.	$25.00
82	Curing, Capping & Compressive Strength Testing of Concrete Core		Ea.	$36.00
83	Concrete Masonry Unit Compressive Strength	ASTM C1314	Ea.	$68.00
84	Concrete Masonry Prism Compressive Strength		Ea.	$180.00
85	Concrete Mix Design		Ea.	$1,060.00
86	Concrete Mix Design Verification		Ea.	$850.00
87	Grout Mix Design		Ea.	$850.00
88	Grout Mix Design Verification		Ea.	$640.00
89	Mortar Mix Design		Ea.	$850.00
90	Mortar Mix Design Verification		Ea.	$640.00
91	Hot Mix Asphalt / Maximum Theoretical Specific Gravity		Ea.	$95.00
92	Hot Mix Asphalt / Extraction (Solvent Method)	Tex-210-F	Ea.	N/A
93	Hot Mix Asphalt / Gradation	ASTM 6913	Ea.	$40.00
94	Hot Mix Asphalt / Stability (Set of 3)	Tex-208	Ea.	$80.00
95	Hot Mix Asphalt / Bulk Specific Gravity	ASTM D2041	Ea.	$22.00
96	Hot Mix Asphalt / Molding Specimen (Set of 3)	AASHTOT312	Ea.	$22.00
97	Hot Mix Asphalt / Mix & Molding of Specimen (Set of 3)	AASHTOT312	Ea.	$390.00
98	Asphalt Content Test (Ignition Oven Method)		Ea.	$140.00
99	Hot Mix Asphalt / Sand Equivalent Test	Tex-203-F (ASTM D2419)	Ea.	$92.00
100	Hot Mix Asphalt / Mix Design Verification		Ea.	$1,380.00
101	Hot Mix Asphalt / Core Density		Ea.	$33.00
102	Hot Mix Asphalt / Molded Density		Ea.	$64.00
103	Ride Quality Measurement		Hr.	$53.60

* Vertical Tests

a) Steel Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Steel Construction Table.

b) Concrete Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Concrete Construction Table.

RABA-KISTNER CONSULTANTS, INC.

JOB CLASSIFICATIONS			
		Unit	Unburdened Labor Rate
1	Admin/ Clerical	Hr.	$15.50
2	Certified Welding Inspector	Hr.	$27.52
3	Concrete Technician	Hr.	$15.32
4	Drafting/ DADD	Hr.	$27.47
5	Drilled Pier Technician	Hr.	$17.84
6	Engineer/ Scientist/ Geologist	Hr.	$37.65
7	Engineering Technician/ Soil, Concrete, Masonry	Hr.	$15.32
8	Geotechnical Engineer, P.E.	Hr.	$53.60
9	Graduate Engineer/ Project Manager	Hr.	$27.21
10	Hot Mix Asphaltic Concrete Technician	Hr.	$14.62
11	Laboratory Technician	Hr.	$19.35
12	Materials Technician	Hr.	$15.32
13	Principal Engineer/ Sr. Technical Professional	Hr.	$55.80
14	Project Coordinator	Hr.	$19.77
15	Project Manager	Hr.	$54.73
16	Soil Technician	Hr.	$15.32
17	Special Inspection Technician	Hr.	$20.71
18	Sr. Engineer Technician	Hr.	$17.84
19	Sr. Engineer/ Scientist/Geologist	Hr.	$59.02
20	Structural Steel Technician	Hr.	$27.52

EQUIPMENT			
		Unit	Rate
1	Concrete Compressive Testing Machine	Day	$30.00
2	Concrete Flexural Beam Breaker	Day	$30.00
3	Coring Bit Wear (Length x Diameter)	Inch/ Diameter	$4.00
4	Coring Equipment (Generator / Coring Rig)	Trip	$85.00
5	Ferra-Scanning Equipment	Trip	$100.00
6	Patching Holes	Ea.	$30.00
7	R-Meter	Trip	$30.00
8	Saw Cut Equipment	Trip	$110.00
9	Swiss Hammer (Rebound Hammer)	Trip	$30.00
10	Vehicle Charge** (4 hours or less)	Day	$20.00
11	Vehicle Charge** (over 4 hours)	Day	$40.00
12	Windsor Probe	Trip	$80.00
13	Windsor Probe Shots	Ea.	$55.00

** Vehicle Charge shall be in lieu of mileage, travel time, wear and tear, and any other expense(s) associated with vehicular travel and use of the vehicle on the job site. Vehicle Charge is limited to one charge dependent upon the amount of time the vehicle is used, either at 4 hours or less, or over 4 hours as applicable, per day per vehicle used for the job regardless of the number of trips to and from the job site or the tests/ services provided during the day. Under no circumstances will Consultant charge mileage, travel time, wear and tear, or any other expense(s) associated with vehicular travel other than a Vehicle Charge as set out herein.

NOTE: In the event that the City requires additional tests to be performed or other types of equipment, for which no rates are set out in the Agreement, Consultant and City shall negotiate and mutually agree upon pricing for such tests or equipment in writing prior to Consultant performing such test.

EXHIBIT 2

DBE COMPLIANCE AND ENFORCEMENT

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

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

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

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

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

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

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

EXHIBIT 3

FEDERAL CONTRACT PROVISIONS – PROFESSIONAL SERVICES CONTRACTS

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

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

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

1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

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

2.1 The 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.

PROVISION 3. DISADVANTAGED BUSINESS ENTERPRISES

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

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

PROVISION 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

4.1 No Federal appropriated funds shall be paid, by or on behalf of the 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.

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

PROVISION 5. ACCESS TO RECORDS AND REPORTS

5.1 The 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.

PROVISION 6. BREACH OF CONTRACT TERMS

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

PROVISION 7. RIGHTS TO INVENTIONS

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

PROVISION 8. TRADE RESTRICTION CLAUSE

8.1 The 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.

8.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a 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.

8.3 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.

8.4 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.

8.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the 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.

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

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

PROVISION 9. TERMINATION OF CONTRACT

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

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

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

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

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

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

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

EXHIBIT 4

Consultant
And
Contractor
Travel, Living & Relocation Expense Policy

SAN ANTONIO
AIRPORT SYSTEM

City of San Antonio

As of 6/2/08

Reimbursable Expense Policy
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Consultant & Contractor Reimbursable Expense Policy

1. GENERAL

1.1 Introduction

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

1.2 Scope

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

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

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

1.3 Policy

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

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

1.4 Definitions

The following definitions apply to this Policy:

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

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

Official Travel Time – For the purposes of computing per diem allowances, official travel starts at the day and time the Contractor employee leaves their home, office, or other authorized point and ends on the day and time the Contractor employee returns home, to the office, or other authorized point. This definition is for computing per diem allowances only and may not be used for billing chargeable Contractor employee hours.

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

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

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

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

1.5 Reimbursements

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

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

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

Entertainment expenses, including alcohol, are not reimbursable.

1.6 Interrupted Itinerary

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

2. Transportation Expenses

2.1 Guideline

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

2.2 Air Travel

Lowest Available Airfare

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

Use of Business or First Class

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

Extended Travel to Save Costs

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

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

2.3 Travel by Private Automobile

Reimbursement for Travel by Private Automobile

Travel by private automobile will only be reimbursed if such travel is for a valid business purpose. When a private automobile is used, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Contractor. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs,

cleaning, detailing, tires, gasoline, or other automobile expense items will not be reimbursed for privately owned automobiles.

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

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

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

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

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

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

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

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

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

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

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

2.6 Ground Transportation

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

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

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

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

3. Living Expenses

3.1 Lodging

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

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

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

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

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

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

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

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

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

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

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

3.4 Incidental Expenses

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

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

3.5 Daily Allowance and Lodging Allowance for Extended Travel

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

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

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

4. Relocation Assistance

4.1 Requirements

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

4.2 Limitations

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

Relocation Assistance Limitations

Personnel Type	*The lower of:*	
Key Position	Actual Allowable Expenses	$10,000 max
Professional Positions	Actual Allowable Expenses	$5,000 max

4.3 Allowable Expenses In General

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

4.4 Travel Expenses by Car

Use of personal vehicle to relocate the household goods and personal effects will be reimbursed at the lesser of:

- Actual expenses for gas and oil for the personal vehicle, if accurate records are maintained for these expenses, **or**
- The standard mileage reimbursement rate for moving expenses, as the Internal Revenue Service regulations.

In either method, parking fees and tolls paid as a part of the relocation will be reimbursed. Reimbursement will not be allowed for general repairs, general maintenance, insurance, or depreciation on the vehicle.

4.5 Household Goods and Personal Effect Expenses

Relocation assistance will be allowed for the cost of packing, crating, and transporting household goods and personal effects. Reimbursement will also be allowed for costs of connecting or disconnecting utilities required because of moving the household goods, appliances, or personal effects.

4.6 Storage Expenses

Relocation assistance will be allowed for reasonable costs of storing and insuring household goods and personal effects within any period of 30 consecutive days after the day the household goods and personal effects are moved from the former home and before their delivery to the new home.

4.7 Travel Expenses

Relocation assistance will be allowed for reasonable costs of transportation and lodging for the Contractor employee and members of their household while traveling from their former home to their new home. This will include reasonable lodging expenses that do not exceed one day in the area of the former home.

4.8 Non-reimbursable Relocation Expenses

Relocation assistance will not extend to the following types of expenses:

- Any part of the purchase price of the new home.
- Expenses of buying or selling a home (including closing costs, mortgage fees, and points).
- Expenses of entering into or breaking a lease.
- Home improvements to help sell the former residence.
- Loss on the sale of the former residence.
- Mortgage penalties.
- Real estate taxes.
- Refitting of carpet and/or draperies.
- Return trips to former residence.
- Security deposits of any kind.
- Storage charges except as defined above.
- Registration fees for automobile license plates, tags, etc.
- Fees associated with acquiring a Texas driver's license.

4.9 Relocation Assistance Recovery

If the City of San Antonio has paid for relocation assistance to a Contractor's employee and the employee leaves the Contractor's employment before six (6) months of relocation, the City will be entitled to recovery the full amount of the relocation assistance paid from Contractor.

5. Miscellaneous Expenses

5.1 General

Miscellaneous expenses that are ordinary and necessary to accomplish the official business purpose of the trip are reimbursable. Receipts are required for all miscellaneous expenses. The most common of these expenses are as follows:

- Use of computers, printers, faxing machines, and scanners.
- Postage and delivery.
- Office supplies specific to the project.

Expenses that will not be reimbursed will be items for personal use or items that do not have a direct business reason or benefit to the project. Examples of these expenses are:

- Business gifts.
- Snacks or other entertainment items for staff meetings and/or meetings with sub-Contractors.
- Mileage expense for purchase of items where the direct project related item purchased was not the sole reason for the trip.
- Carrying cases for cell phones or computers.
- Items that could be used on more than one project.

5.2 Telephone Calls

Telephone charges should be made per a calling plan with reasonable calling rates. If City, in its sole determination, finds that a calling plan is unreasonable, City may reimburse Contractor at a rate that City determines to be reasonable. Claims for phone call require a statement of the date, person called, phone number, and business reason for the call.

Personal phone calls are not reimbursable.

5.3 Local Business Meetings

Costs associated with local business meetings must be reasonable and have a direct business reason for the City of San Antonio. Local business meeting exceeding $150 must be approved in advance of the scheduled meeting. As stated in previous sections, entertainment is not reimbursable. If alcohol is served at the business meeting this will deem the event as a social event and the entire event will not be reimbursable.

Meals served at an approved business meeting event will be reimbursed at the lesser of the actual cost or the daily per diem rate as specified by GSA for that particular meal. The GSA has established per diem meal rates by breakfast, lunch and dinner. Facility charges associated with this event must be reasonable and approved in advance.

6. Travel Expense Settlement

6.1 Reimbursement

A travel expense statement must be prepared and submitted with the appropriate supporting documents. At a minimum, the expense statement should be in a legible format consistent with business standards and must contain the following elements:

- Name of Contractor being reimbursed.
- Name of Contractor employee that incurred the expenses.
- Dates covered in the expense report.
- Business reason for incurring expenses on behalf of City.
- Legible format and consistent with business standards.

All required receipts must be legible and submitted with the expense statement. If required receipts cannot be obtained or have been lost a statement providing the reason for the unavailability or loss should be noted. In the absence of a satisfactory explanation, the amount involved will not be reimbursed.

Because lodging receipts may include non-reimbursable charges, lodging will not be reimbursed without a copy of the receipt or facsimile document containing itemized charges for the room, e.g., taxes, telephone, etc. from the hotel.

Expenses should be itemized chronologically according to the nature and type of travel expense (i.e. airfare, hotel, meals, etc.). The completed and supported travel expense statement should be submitted in the first billing cycle following the incurrence of the expense.

6.2 Right to Audit

The City reserves the right to audit actual expenses. Expenses will be reimbursed in accordance with the procedures setout herein at actual cost within the limits and requirements established by this policy or, if applicable, the Agreement.

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ORIGINAL

ON-CALL CONSTRUCTION MATERIALS TESTING SERVICES AGREEMENT

FOR THE SAN ANTONIO AIRPORT SYSTEM

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

This Agreement is made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereafter referred to as "City" and

TERRACON CONSULTANTS, INC.
6911 Blanco Road
San Antonio, Texas 78216

hereafter referred to as "Contractor", said Agreement being executed by City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by Contractor for on call material testing services, hereinafter set forth.

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ARTICLE I.
DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 "Application for Compensation" means written form for a request from Contractor to be paid for completed work.

1.2 "City" or "Owner" means the City of San Antonio, Texas.

1.3 "Compensation" means amounts paid for services under this Agreement.

1.4 "Contractor" means **TERRACON CONSULTANTS, INC.** and its officers, partners, employees, agents and representatives, and all sub-contractors, if any, as well as all other persons or entities for which Contractor legally is responsible.

1.5 "Director" means the Director of City's Aviation Department or his designee.

1.6 "FAA" means the Federal Aviation Administration.

1.7 "General Conditions" means the General Conditions for City of San Antonio Construction Contracts document used in conjunction with this Agreement that states the minimum performance requirements of Contractor, as well as the rights and responsibilities of both City and Contractor. Both Contractor and City are bound to the terms and conditions of these General Conditions.

1.8 "Plans and Specifications" means the construction documents.

1.9 "Project" means the specific construction materials testing services for which a Finalized Task Order is negotiated and executed by both Parties hereto.

1.10 "Proposal" means Contractor's Proposal to provide services for this Project.

1.11 "SAMSA" means the San Antonio Metropolitan Statistical Area or Relevant Marketplace, which collectively is comprised by Bexar County and the seven (7) surrounding counties of Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina and Wilson.

1.12 "SAWS" means the San Antonio Water System, Inc.

1.13 "Schedule of Values" means the values allocated to materials and various portions of the work, prepared in such form, and supported by such data to substantiate its accuracy as City may require.

1.14 "Scope of Services" means the services described in Article IV Scope of Services.

1.15 "Services" means those services described in the Scope of Services as set out in a Finalized Task Order.

1.16 "Total Compensation" means the Not-to-Exceed amount of this Agreement.

1.17 "Finalized Task Order" means a written agreement, executed by both and made a part of this Agreement, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.

1.18 "Task Order Request" means a request to Contractor to submit a Proposal for a specific Project as further defined herein.

ARTICLE II.
COMPENSATION

2.1 The Compensation for all services included in this Agreement **SHALL NOT EXCEED SIX HUNDRED THOUSAND DOLLARS AND NO/100 CENTS ($600,000.00).** Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined solely by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Contractor at any time Contractor is in default under this Agreement.

2.2 Contractor shall submit a Proposal for each Project that City requests to be performed under this Agreement. City either will approve or disapprove each Proposal. City's approval shall be evidenced by the Finalized Task Order executed by both parties. Finalized Task Orders shall be numbered sequentially starting with number one (1) and must reference this Agreement. Each Finalized Task Order will become a part of this Agreement.

2.2.1 Contractor understands, accepts and agrees that City has entered into multiple professional services agreements with other Contractors and has the authority to assign work tasks at its sole discretion.

2.2.2 Contractor understands, accepts and agrees that City makes no minimum guarantees with regard to the amount of services, if any, Contractor may be extended under this Agreement.

2.3 Each Task Order amount shall be based on the scope of services for a particular Project and will be based on the pre-priced tasks, unit prices, and/or hourly rates included in Exhibit 1, Fee Schedule, attached hereto, incorporated herein and made a part of this Agreement.

2.4 Reimbursable Expenses (If Applicable)

When authorized by City in writing, Contractor will be entitled to reimbursement at actual incurred cost without markup for services and related expenses for the following items:

2.4.1 Travel outside SAMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Contractor's performance of Service under this Agreement and must comply with the Aviation Department Consultant and Contractor Reimbursable Expense Policy, Exhibit 4 hereto. Travel costs are limited to the per diem rates set annually by the Federal

Government's General Services Administration. Contractor shall proved detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Finalized Task Order issued. Kindly note that City does not pay for Contractor's travel within SAMSA.

2.4.2 Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein without further written approval of City. Contractor shall bear these costs unless agreed to, in writing, by City, upon the issuance of a Finalized Task Order.

2.4.3 Graphics, physical models, and presentation boards requested by City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without further approval of City. Contractor shall bear these costs unless agreed to, in writing, by City, upon the issuance of a Finalized Task Order. Note that the City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.4.4 City will not pay markups for Subcontractor work. There shall be no markup on reimbursables from Subcontractors.

ARTICLE III.
METHOD OF PAYMENT

3.1 Contractor shall submit invoices no more than once monthly. Payments to Contractor shall be in the amount shown on the invoices consistent with the Finalized Task Order and its supporting documentation submitted and shall be subject to City's approval. All services shall be performed to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and/or which have not been previously approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service as set out in Contractor's Fee Schedule in Exhibit 1 hereto, and the Finalized Task Order.

3.2 Contractor shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by others in connection with the Project and the performance of the work and shall, if requested, provide City with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this Agreement, unless Contractor is able to demonstrate to City bona fide disputes associated with the unpaid subcontractor and its services. Contractor shall include a provision in each of its sub-agreements imposing the same payment obligations on subcontractors as are applicable to Contractor hereunder and, if City so requests, shall provide copies of such payments by Contractor to City. If Contractor has failed to make payment promptly to a subcontractor for the Services for which City has made payment to Contractor, City shall be entitled to withhold payment to Contractor to the extent necessary to protect City.

3.3 Contractor warrants that title to all Services covered by an Application for Payment will pass to City no later than the time of payment. Contractor further warrants that upon submittal of an Application for Compensation, all Services for which Applications for Compensation previously have been issued and payments received from City shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Contractor or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONTRACTOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES**

FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONTRACTOR.

3.4 Contractor may submit a request for partial compensation prior to Finalized Task Order's completion. A request for partial compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed as reflected in the progress report and approved by City at its sole discretion. Compensation also may be made based solely on the tasks and services completed by Contractor and approved by City and the associated unit price for each Service/Project, as may be described in the fee schedule included in Exhibit 1 hereto.

3.5 Project Close Out and Final Payment:

3.5.1 Final billing for each Project shall indicate: "Final Bill - no additional compensation is due to Contractor".

3.5.2 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Contractor is responsible due to:

3.5.2.1 delays in the performance of Contractor's work;

3.5.2.2 third-party claims filed or reasonable evidence indicating the probable filing of such claims, unless security acceptable to City is provided by Contractor;

3.5.2.3 failure of Contractor to make payments properly to Subcontractors or vendors for labor, materials or equipment;

3.5.2.4 reasonable evidence that Contractor's work cannot be completed for the amount remaining unpaid under this Agreement;

3.5.2.5 damage to City; or

3.5.2.6 persistent failure by Contractor to carry out the performance of its services in accordance with this Agreement.

3.5.3 When the above reasons for withholding are removed or remedied by Contractor, compensation of the amount withheld shall be made by City within a reasonable time. City shall not be deemed in default of this Agreement by reason of withholding compensation as provided for in this Article III.

3.5.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any phase of work or as final compensation or regarding any amount that may be withheld by City, Contractor shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided in the Agreement documents for the resolution of such dispute. In the event Contractor does not initiate and follow the claims procedures provided in the Agreement documents in a timely manner and as required by the terms thereof, any such claim shall be deemed waived by Contractor.

3.5.3.2 City shall make final compensation of all sums due Contractor not more than thirty (30) days after Contractor's execution and delivery of a mathematically accurate final Pay Application.

3.5.3.3 Acceptance of final compensation by Contractor shall constitute a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final application for compensation.

3.5.3.4 Contractor agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. In the event that a dispute arises over any aspect of Work performed by Contactor within the four (4) years after completion of Services provided under this Agreement, Contractor shall retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after final resolution of any dispute. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records and shall have the right to audit same.

ARTICLE IV.
SCOPE OF SERVICES

4.1 Contractor understands, accepts and agrees that City has entered or may enter into multiple On-Call Construction Materials Testing Agreements with other contractors and City has the authority to assign services under this and other Agreements at its sole discretion. As stated in Article II herein, Contractor understands, accepts and agrees that City makes no minimum guarantees with regard to the amount of work, if any, which Contractor may be extended under this Agreement.

4.2 This Agreement is an On-Call Agreement or indefinite delivery agreement for on-call construction materials testing and other such services that are required for Contractor to provide or are associated with on-call construction materials testing and specific requirements as to location, conditions, procedures and associated services pertaining to a Project, shall be negotiated and set out in individual Finalized Task Orders for each request, which Finalized Task Orders shall be incorporated into and shall become a part of this Agreement.

4.3 Contractor shall provide all labor, equipment and transportation necessary to complete all services, agreed to by Finalized Task Order by Contractor pursuant to this Agreement, in a timely manner throughout the term of this Agreement. Additionally, Contractor shall provide staff for regular, overtime, night, weekend and holiday service, as requested or required by City. Persons retained by Contractor to perform work pursuant to this Agreement shall be employees or Subcontractors of Contractor.

4.4 Immediately upon City Council approval of this Agreement, Contractor shall, at Contractor's expense, obtain 1) Airport Personnel Identification Badges for each employee who may perform work hereunder, and 2) Airfield Driver's Licenses, as needed, for employees that may have a need to operate a vehicle within the Airport Operations Area. Contractor, at its own expense, shall maintain sufficient staff security clearances, badges and driving operator licenses to be able to initiate CMT Services in a timely manner upon issuance of a notice to proceed.

4.5 Contractor shall not commence service on any Finalized Task Order authorized under this Agreement until being thoroughly briefed on the scope of a project and being notified in writing by City to proceed. Should the scope of a Finalized Task Order subsequently change, either Contractor or City may request a review of the anticipated services with an appropriate adjustment in compensation.

4.6 Contractor, in consideration for the compensation herein provided, shall render the professional services described in this Section IV necessary for the advancement of the Project to Final Completion.

4.7 Contractor shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in each authorized Finalized Task Order, in accordance with the Contractor's Fee Schedule in Exhibit 1 hereto.

4.8 All services and work performed under this Agreement must be conducted in full conformance with the provisions of this Agreement and be in compliance with all FAA requirements and the American Society for Testing and Material ("ASTM") standards. Additionally, Contractor shall only use testing laboratory(ies) which comply with all applicable FAA requirements and ASTM standards.

4.9 For all tests performed pursuant to this Agreement, Contractor shall promptly deliver to Department, within such timeframe required to avoid any delay in construction progress, two (2) paper copies and one (1) electronic copy in Adobe PDF format on a compact disc of all reports, on the testing laboratory's letterhead and signed by a Professional Engineer or appropriate licensed Professional, of the test results which include:

a. The Project name,
b. Date(s)/time(s)/location(s) of service,
c. Report Identification Number,
d. Type and quantity of tests performed
e. Test Results
f. Standards Controlling the Test(s)
g. Compliance or noncompliance with the specifications
h. Any extenuating circumstances affecting the test(s) or result(s)
i. Observations to include service time chargeable to delays and rescheduling.
j. If manpower is involved, provide names, job classification and hours.
k. Number of trips with work performed on the Project.
l. Name of person who ordered the test(s).
m. Identify any and all re-test services.

4.10 Contractor is responsible for ensuring that at the end of each Project, the construction materials testing lab uses test results to follow FAA Section 110, Method of Estimating Percentage of Material within Specification Limits (PWL) to provide a table on concrete and asphalt, if applicable.

4.11 Contractor's Fee Schedule, which includes pre-priced tasks, unit prices and/or hourly rates, is incorporated by reference herein, attached hereto and labeled as Exhibit 1.

ARTICLE V.
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the San Antonio City Council and the execution by both parties and shall remain valid for the period of five (5) years.

5.2 Time is of the essence of this Agreement. Contractor shall perform and complete its obligations for the various Projects under Article IV herein in a prompt and continuous manner so as to not delay the development of the design services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City and construction contractor. If, upon review of Finalized Task Orders, corrections, modifications, alterations or additions are required of Contractor, these items shall be completed by Contractor before that Finalized Task Order is approved.

5.3 Contractor shall not proceed with the next appropriate Finalized Task Order without written authorization from City. City may elect to discontinue Contractor's services at any time. However, if circumstance dictates, City may make adjustments to the scope of Contractor's obligations at any time to achieve the required services.

5.4 Contractor shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Contractor's reasonable control. Within twenty one (21) days from the occurrence of any such event, for which time for performance by Contractor shall be significantly extended under this provision, Contractor shall give written notice thereof to City stating the

reason for such extension and the actual or estimated time thereof. If City determines that Contractor is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement and/or deny Contractor's request for an extension.

5.5 This Agreement, and all Finalized Task Orders issued prior to the expiration of this Agreement shall remain valid for a period which reasonably may be required for the completion of all Projects, including any extra work and any required extensions thereto, unless discontinued as provided for elsewhere in this Agreement.

ARTICLE VI.
PROJECT SERVICES REQUEST PROCESS

6.1 Necessary on-call construction materials testing work requirements shall be established with each Project-specific Finalized Task Order.

6.2 When City has a Project for which it desires to procure on-call construction materials testing services, City shall notify Contractor by issuing a Task Order Request. Each Task Order Request shall include, at a minimum: name of Project, location of Project, copies of or access to Project documentation (such as specifications, environmental reports, drawings, etc.) needed by Contractor to prepare a Proposal, Project schedule and any specific deadlines for performance of on-call construction materials testing services, and a deadline for providing City with a Proposal based on the above.

6.3 Contractor shall prepare and submit to City, within the timeline stated in a Task Order Request, a Proposal for the requested services which will include, at minimum: Scope of Services; specific staffing; an estimate of task cost, based on rates and fees set out in Exhibit 1. Contractor shall submit the Proposal in editable electronic format to the City. By submitting a Proposal, Contractor agrees to perform the requested service(s) within the time stated in the Task Order Request.

6.4 Contractor and City shall negotiate the Proposal. Once Contractor and City reach mutual agreement as to scope, staffing, scheduling and cost, City shall issue a Finalized Task Order to be executed by both parties evidencing the agreed to scope, staffing, schedule and costs.

6.5 The Director or his/her designee has the authority to execute a Finalized Task Order on behalf of City, so long as such finalized Task Order does not exceed the total Agreement value and funds are provided for in the Project budget as allocated by City Council.

6.6 Contractor shall not proceed with services until a Finalized Task Order has been executed, Contractor receives a written notice to proceed by City and all documents required by City in advance of commencement of work, to include proof of insurance, have been provided by Contractor to City. Any services provided or expenses incurred, prior to receiving a written notice to proceed from City or provided or incurred after the expiration of this Agreement on a particular Finalized Task Order will be at Contractor's sole risk and expense and may not be reimbursable by City.

6.7 Actual amounts billed shall not exceed the total amount set out in the Finalized Task Order.

6.8 Each Finalized Task Order shall be incorporated herein for all purposes. Each Finalized Task Order shall be numbered sequentially, starting with number one (1) and must reference this Agreement.

6.9 Contractor shall not invoice for any work associated with the Task Order Request process, including development of the Proposal and the associated Task Order negotiation.

ARTICLE VII.
COORDINATION WITH THE CITY

7.1 Contractor shall hold periodic conferences with City representatives through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Contractor in this coordination, City shall make available, for Contractor's use in planning and designing the Project, all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Contractor. However, any and all such information shall remain the property of City and shall be returned by Contractor upon termination, completion of the Project or if instructed to do so by City.

7.2 The Director and/or his/her designee shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director and/or his/her designee shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Contractor's services.

7.3 City promptly shall give written notice to Contractor whenever City observes, discovers or otherwise becomes aware of any defect in Contractor's services or any development that affects the scope or timing of Contractor's services.

7.4 Unless otherwise required by City, City shall furnish permits and approvals obtained from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. City will notify Contractor of permits obtained prior to the Contractor submitting a Task Proposal. Contractor shall provide City reasonable assistance with regard to furnishing such approvals and permits, such as the furnishing of data compiled by Contractor pursuant to other provisions of the Agreement, but Contractor shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE VIII.
REVISIONS TO DOCUMENTS

Contractor shall make, without expense to City, such revisions to the drawings, reports or other documents as may be required to meet the needs of City and which are within the Scope of Services. After the approval of reports or other documents by City, any City request for revisions, additions or other modifications which involve extra Contractor services and expenses shall be by means of a negotiated Finalized Task Order

ARTICLE IX.
OWNERSHIP OF DOCUMENTS

9.1 All documents not related to any Task performed by Contractor, including drawings, estimates, specifications and all other documents and data previously owned by Contractor, shall remain the property of Contractor as instruments of service. However, it is to be understood that City shall have free access to all such information and City retains the right to make and retain copies of drawings, estimates, specifications and all other documents and data of Contractor. Any reuse by City of any Contractor drawings, estimates, specifications and any other documents and data previously owned by Contractor, without specific written verification or adaptation by Contractor will be at City's sole risk and without liability or legal exposure to Contractor.

9.2 Contractor acknowledges and agrees that City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of a Task and this Agreement and said information shall be used as City desires. Any and

all documents, including the original drawings, estimates, specifications and all other documents and data shall be delivered to City, at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use. City will be providing reports developed pursuant to this Agreement to the FAA.

9.3 Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Such protection of proprietary rights by Contractor shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Contractor by City shall not be released to any third party without the written consent of City and shall be returned intact to City upon request by City and/or upon termination or completion of this Agreement.

9.4 Contractor hereby assigns all statutory and common law copyrights to any copyrightable work to City that, in part or in whole, was produced from this Agreement, including all equitable rights. No reports, maps, project logos, drawings, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be subject of an application for copyright by Contractor. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, as otherwise specified herein). Contractor shall, at its own expense, defend all suits or proceedings instituted against City and Contractor shall pay any award of damages or loss resulting from an injunction against City, insofar as the same is based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Contractor may make copies of any and all documents and items for its files. Contractor shall have no liability for changes made to or use of the drawings, specifications and other documents by Architects and/or Engineers or other persons, subsequent to the completion of the Project. City requires that Contractor appropriately mark all changes or modifications on all drawings, specifications and other documents by Architects and/or Engineers or other persons, including electronic copies, subsequent to the completion of the Project.

9.6 Copies of documents, which may be relied upon by City, are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Contractor. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Contractor to City or public utility only are for convenience of City or public utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Contractor including, but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Contractor or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Contractor to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Contractor or its suppliers.

ARTICLE X.
TERMINATION AND/OR SUSPENSION

10.1 Termination Without Cause.

10.1.1 This Agreement may be terminated by City without cause, prior to Director giving Contractor written notice to proceed, should Director, in his sole discretion, determine that it is not in City's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Contractor.

10.1.2 This Agreement may be terminated by the City at any time after issuance of the Director's notice to proceed, either for the City's convenience or because of Contractor's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the City.

10.1.3 If the termination is for the convenience of the City, and following inspection and acceptance of Contractor's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Contractor shall not, however, be entitled to lost or anticipated profit on unperformed services, should City choose to exercise its option to terminate, nor shall Contractor be entitled to compensation for any unnecessary or unapproved work, performed during time between the issuance of the City's notice of termination and the actual termination date.

10.1.4 If the termination is due to Contractor's failure to fulfill its obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

10.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 10.1.3 of this clause.

10.1.6 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

10.1.7 This Agreement may be terminated by the Contractor, at any time after issuance of the Director's notice to proceed, upon sixty (60) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

10.2 Defaults With Opportunity for Cure. Should Contractor fail, as determined by the Director, to satisfactorily perform the duties set out in Article IV. Scope of Services; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the City shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Contractor shall have ten (10) calendar days after receipt of the written notice to cure such default. If Contractor fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required by this Agreement. City shall also have the right to offset the cost of said new agreement with a new Contractor against Contractor's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of City to mitigate its losses.

10.3 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Contractor given in accordance with the notice provisions contained in this Agreement, City may immediately terminate this Agreement, in whole or in part, "for cause":

10.3.1 Contractor makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to City in connection with this Agreement or its performance hereunder; or

10.3.2 Contractor violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

10.3.3 Contractor violates any rule, regulation or law to which Contractor is bound or shall be bound under the terms of this Agreement; or

10.3.4 Contractor attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of the Agreement; or

10.3.5 Contractor 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) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Contractor's assets or properties: or

10.3.6 Contractor fails to comply in any respect with the insurance requirements set forth in this Agreement.

10.4 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.

10.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Contractor shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City. Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed specifications, designs, plans, exhibits, documents, papers, records, charts, reports, and any other materials or information produced by, or provided to Contractor, in connection with the services rendered by Contractor under this Agreement, to include all reproductions of such work products, regardless of storage medium, shall be transferred to City. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents.

10.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor 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 Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

10.7 City, as a public entity, has a duty to document the expenditure of public funds. Contractor acknowledges this duty imposed upon City. Contractor further acknowledges that the failure of Contractor to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Contractor of any and all rights or claims to payment for services performed under this Agreement by Contractor.

10.8 Failure of Contractor to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Contractor of any and all rights or claims to collect monies that Contractor otherwise may be entitled to for services performed under this Agreement.

10.9 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 Contractor for any default hereunder or other action.

10.10 Right of City to Suspend. City may suspend this Agreement for any reason, with or without cause upon the issuance of written notice of suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Contractor of said notice. The notice of suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension. Such suspension shall take effect upon the date set forth in the notice, or if no date is set forth, immediately upon Contractor's receipt of said notice.

10.11 Contractor's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Contractor shall have the right to terminate this Agreement. Contractor may exercise this right to terminate by issuing a written Notice of Termination to the City, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by City and such termination shall be subject to all the requirements set out in Paragraphs 8.5 and 8.6 above, related to the Orderly Transfer and Fee Payment.

10.12 Procedures Upon Receipt of Notice of Suspension.

10.12.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Contractor shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

10.12.2 Contractor shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

10.12.3 All completed or partially completed designs, plans, specifications, studies, and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the City but shall be retained by Contractor until such time as Contractor may exercise the right to terminate.

10.12.4 During the period of suspension, Contractor shall have the option to at any time submit the above referenced statement to the City for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the City under this Agreement, adjusted for any previous payments of the fee in question.

10.12.5 Any documents prepared in association with this Agreement shall be delivered to City by Contractor, as a pre-condition to final payment, within thirty (30) calendar days after receipt by City of Contractor's notice of termination.

10.12.6 In the event Contractor exercises its right to terminate this Agreement at any time after the effective Suspension date, Contractor shall submit, within forty-five (45) calendar days after receipt by City of Contractor's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

10.12.7 Upon the above conditions being met, the City's review of the submissions and finding the claimed compensation to be appropriate to the terms of this agreement, the City shall pay Contractor that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the City, adjusted for any previous payments of the fee in question.

10.13 City, as a public entity, has a duty to document the expenditure of public funds. Contractor acknowledges this duty on the part of City. To this end, Contractor understands that failure of Contractor to substantially comply with the submittal of the statements and documents as required herein shall constitute a waiver by Contractor of any portion of the fee for which Contractor did not supply such necessary statements and/or documents.

ARTICLE XI.
CONTRACTOR'S WARRANTY

Contractor warrants that the services required under this Agreement shall be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Bexar County, Texas. Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Contractor, to solicit or secure this Agreement and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person any commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of Article X herein.

ARTICLE XII.
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

12.1 It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs) as defined under 49 CFR Part 26, shall have "equality of opportunity" to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) and the FAA in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT or FAA-assisted projects the DBE program requirements of 49 CFR Part 26 apply to the contract.

12.2 The Contractor agrees to employ good-faith efforts (as defined in the Aviation Department's DBE Program) to carry out this policy through award of sub-consultant contracts to disadvantaged business enterprises to the fullest extent participation is consistent with the performance of the Aviation Department Contract, and/or the utilization of DBE suppliers where feasible. Contractors are expected to solicit bids from available DBE's on contracts which offer subcontracting opportunities.

12.3 Contractor specifically agrees to comply with all applicable provisions of the Aviation Department's DBE Program. The DBE Program may be obtained through the airport's DBE Liaison Officer at (210) 207-3505 or by contacting the City's Aviation Department.

12.4 The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate. Contractor agrees to include this clause in each sub-consultant contract the prime consultant signs with a sub-consultant.

12.5 The Contractor agrees to pay each sub-consultant under this Contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contract receives from the City of San Antonio. The Contractor further agrees to return retainage payments to each sub-consultant within fifteen (15) days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE and non-DBE sub-consultants.

12.6 All changes to the list of sub-consultants submitted with the proposal and approved by the City or Aviation Department, excluding vendors shall be submitted for review and approval by Aviation Department's DBE Liaison Office for approval when adding, changing, or deleting sub-consultants on airport projects. Contractors shall make a good-faith effort to replace DBE sub-consultants unable to perform on the contract with another DBE.

12.7 Contractor shall not terminate for convenience a DBE sub-consultant submitted with the proposal and approved by the City or the Aviation Department (or an approved substitute DBE firm) and then perform the work of the terminated sub-consultant with its own forces or those of an affiliate, without prior written permission by the City.

12.8 During the term of this Agreement, the Contractor must report the actual payments made to all subcontractors to the City in a time interval and a format determined by the City. The City reserves the right, at any time during the term of this Agreement, to request additional information, documentation or verification of payments made to subcontractors in connection with this Agreement. Verification of amounts being reported may take the form of requesting copies of cancelled checks paid to participating DBEs and/or confirmation inquiries directly with participating DBEs. Proof of payment such as copies of check must properly identify the project name or project number to substantiate payment.

12.9 The Contractor shall comply with the DBE Compliance and Enforcement Policy attached hereto as Exhibit 2.

12.10 Failure or refusal by a Proposer or Contractor to comply with the DBE provisions herein or any applicable provisions of the DBE Program, either during the proposal process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part.

ARTICLE XIII.
ASSIGNMENT OR TRANSFER OF INTEREST

13.1 Except as otherwise required herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of City. Professional services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the San Antonio City Council, by approval and passage of an ordinance therefore. Any other services to be performed under this Agreement may be subcontracted upon the written approval of Director. As a condition of consent, if same is given, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City in accordance with this Article.

13.2 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Contractor assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, City may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Contractor shall thereupon cease and terminate, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

13.3 Contractor 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 the terms hereof.

ARTICLE XIV.
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any Task or work under this Agreement, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to City's Aviation Department, which clearly shall be labeled "On-Call Construction Material Testing Services" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as Contractor's proof of insurance. The certificate(s) or form must have the agent's signature, phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee other than City's Risk Manager shall have authority to waive this requirement.

14.2 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.

14.3 Contractor's financial integrity is of interest to City. Therefore, subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of not less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations * b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $5,000,000 per occurrence (to include AOA access)

5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

14.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. 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.

14.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Planning & Development Department
9800 Airport Boulevard
San Antonio, Texas 78216

14.6 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

14.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

14.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any

payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

14.9 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

14.10 It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

14.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

14.12 Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE XV.
INDEMNIFICATION

15.1 Contractor, whose work product is the subject of this Agreement for professional 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 reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONTRACTOR'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the rights or duties under this AGREEMENT.

15.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

15.2 Contractor shall advise City in writing within 24 hours of any claim or demand against City or Contractor, related to or arising out of Contractor's activities under this Agreement.

15.3 The provisions of this **Article XV** solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

15.4 Acceptance of any deliverable or final designs, drawings, plans, specifications, or exhibits by the City shall not constitute nor be deemed a release of the responsibility and liability of the Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, plans, specifications, exhibits or other documents and Services; nor shall such acceptance be deemed an assumption of responsibility or liability by the City for any defect in the in the Services, designs, working drawings, plans, specifications, or exhibits or other documents and work prepared by said Contractor.

ARTICLE XVI.
CLAIMS AND DISPUTES

16.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of the Agreement terms, payment of money, an extension of time or other relief, with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between City and Contractor arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of Contractor, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind Contractor by his/her signature) of Contractor, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 Claims by Contractor or by City must be initiated in writing to the other party within twenty-one (21) days after the occurrence of the event giving rise to such Claim.

16.3 Pending final resolution of a Claim, except as otherwise agreed to in writing, Contractor shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 If Contractor wishes to make a Claim for an increase in the time for performance, written notice, as stated in this Section XVI, shall be given. Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of this Agreement (such provision to survive any termination following such breach), the following standards will apply both to claims by Contractor and to claims by City:

16.5.1 No consequential damages will be allowed.

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible.

16.5.3 No profit will be allowed on any damage claim.

16.6 NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

16.7 Alternative Dispute Resolution.

16.7.1 Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances.

16.7.2 Before invoking mediation or any other alternative dispute process set forth herein, the parties hereto agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute, the parties then shall proceed with mediation. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing to the other party and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon mutual written agreement of both parties.

16.7.3.3 In the event City and Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Bexar County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

ARTICLE XVII.
SEVERABILITY

If, for any reason, any one or more Articles or Sections of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles or Sections of this Agreement but shall be confined in its effect to the specific Article, Section, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, Section, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE XVIII.
INTEREST IN CITY CONTRACTS PROHIBITED

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any Agreement with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to subcontracts on City projects.

18.2 Contractor acknowledges that it is informed that the Charter of 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 the City-owned utilities. Contractor's officer(s) or employee(s) 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 Agreement or sale:

a. a City officer or employee;

b. a City officer or employee's parent, child or spouse;

c. a business entity in which the City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10)%) or more of the fair market value of the business entity; or

d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

18.3 Contractor warrants and certifies, and this Agreement is made in reliance thereon, that Contractor, its officers, employees and agents are neither officers nor employees of City. Contractor further warrants and certifies that is has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XIX.
CONFLICTS OF INTEREST DISCLOSURE

Contractor must disclose if it is associated in any manner with a City officer or employee in a business venture or business dealings. Failure to do so will constitute a violation of City Ordinance No. 76933. To be "associated" in a business venture or business dealings includes:

a. being in a partnership or joint venture with a City officer or employee;

b. having a contract with a City officer or employee;

c. being joint owners of a business with a City officer or employee;

d. owning at least ten percent (10%) of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or

e. having an established business relationship with a City Officer or employee as a client or customer.

ARTICLE XX.
STANDARD OF CARE/LICENSING

20.1 Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

20.2 Contractor shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project including, but not limited to, scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE XXI.
RIGHT OF REVIEW AND AUDIT

21.1 Contractor grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Contractor's records relating to the performance of the Work under the Agreement, during the term of the Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the Agreement which last beyond the four-year retention period, then, such retention period shall extend until final resolution of the dispute. "Contractor's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Contractor records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements,

sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

21.2 City agrees that it will exercise the right to audit, examine or inspect Contractor's records only during regular business hours. Contractor agrees to allow City's designee access to all of Contractor's Records, Contractor's facilities and current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Contractor also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

21.3 Contractor must include this audit clause in any subcontractor, supplier or vendor Agreement.

ARTICLE XXII.
ENTIRE AGREEMENT

This Agreement, and all Exhibits attached to and incorporated herein, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either oral or written.

ARTICLE XXIII.
VENUE

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS AND COURT DECISIONS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

The obligations of the parties to this Agreement shall be performable in San Antonio, Bexar County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

ARTICLE XXIV.
NOTICES

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party is otherwise notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) days of mailing.

If intended for City to:	If intended for Contractor, to:
Aviation Department	**TERRACON CONSULTANTS, INC.**
Attention: Planning & Development Division	**Attention: Chuck A. Gregory, P.E.**
9800 Airport Boulevard	**6911 Blanco Road**
San Antonio, Texas 78216	**San Antonio, Texas 78216**

ARTICLE XXV.
INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between City and Contractor is that of an independent contractor. By the execution of this Agreement, Contractor and City do not change the independent contractor status of Contractor. Contractor shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of Contractor, in the performance of this Agreement, shall be construed as making Contractor the agent, servant or employee of City, or as making Contractor or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

ARTICLE XXVI.
CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

ARTICLE XXVII.
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.

ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY

Contractor 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, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.

ARTICLE XXIX.
AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Contractor. The Director shall have the authority to execute amendments that require up to $25,000.00 in increased cost on behalf of the City without further action by the San Antonio City Council, subject to appropriation of funds for the increase in cost. Any other change will require approval of the City Council by passage of an ordinance therefore.

ARTICLE XXX.
FAMILIARITY WITH LAW AND CONTRACT TERMS

30.1 Contractor represents that, prior to signing this Agreement; Contractor has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, regulations and FAA Advisory Circulars and guidelines, and all of the terms and conditions of this Agreement and will comply therewith.

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.

ARTICLE XXXI.
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.

ARTICLE XXXII.
NON-WAIVER OF PERFORMANCE

32.1 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.

32.2 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.

ARTICLE XXXIII.
RELATIONSHIP OF THE PARTIES

33.1 Contractor accepts the relationship of trust, good faith and fair dealing established by this Agreement and shall cooperate with the City in furthering the City's interests. The Contractor accepts this relationship of trust and confidence established with the City and covenants with the City to furnish the Contractor's professional skill and judgment in furthering the interests of the City. The Contractor shall furnish consulting services as set forth herein and shall use the Contractor's professional efforts to perform the services in an expeditious and economical manner consistent with the interests of the City. The Contractor will perform the required services consistent with sound and generally accepted consulting practices, exercising the degree of skill, care and judgment consistent with such practices in San Antonio, Texas.

33.2 Contractor shall require each sub-consultant, to the extent of the Services to be performed by the sub-consultant, to be bound to Contractor by the terms of the Agreement, and to assume toward Contractor all the obligations and responsibilities that Contractor, by this Agreement, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Agreement with respect to the Services to be performed by the Sub-consultant so that subcontracting thereof will not prejudice such rights.

ARTICLE XXXIV.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

34.1 By execution of this Agreement, the undersigned authorized representative of Contractor certifies, and the City relies thereon, that neither Contractor., 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).

34.2 Contractor shall provide immediate written notice to City, in accordance the notice provisions of this Agreement, if, at any time during the term of this Agreement, including any renewals hereof, Contractor learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

34.3 Contractor'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.

ARTICLE XXXV.
AIRPORT SECURITY

35.1 To the extent Contractor will be responsible for work which necessitates entrance to the Air Operations Area or other secure area of the Airport, this Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("Airport Security Act"), the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations promulgated under it. Contractor is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Aviation Director, the Transportation Security Administration ("TSA") or the FAA may deem necessary. Further, in the event of any threat to civil aviation, Contractor must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City. Contractor must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement.

35.2 Contractor must comply with, and require compliance by its Subcontractors, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Aviation Director, Contractor must adopt procedures to control and limit access to the Airport Premises utilized by Contractor and its Subcontractors in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Contractor must have in place and in operation a security program for the Airport Premises utilized by Contractor that complies with all applicable laws and regulations. All employees of Contractor that require regular access to sterile or secure areas of the Airport must be badged in accordance with City and TSA rules and regulations.

35.3 Gates and doors located in and around the Airport Premises utilized by Contractor that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Contractor at all times when not in use, or under Contractor's constant security surveillance. Gate or door

malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

35.4 In connection with the implementation of its security program, Contractor may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Contractor acknowledges that all such knowledge and information is of a highly confidential nature. Contractor covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the City or the Aviation Director in advance in writing. Contractor further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

IN WITNESS WHEREOF, the City of San Antonio lawfully has caused these present to execute this Agreement by the hand of the City Manager, or designee; Contractor, acting by the hand of _____ thereunto authorized, does now sign, execute and deliver this document.

Executed on this _____ day of _____, A. D._____ .

CITY OF SAN ANTONIO

_____
Ed Belmares
Assistant City Manager

TERRACON CONSULTANTS, INC.

_____
Chuck A. Gregory, P.E.
Vice President
1-17-13

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT 1

FEE SCHEDULE

GENERAL COMPENSATION PROVISIONS

The following General Compensation Provisions will apply:

Depending upon the Project Task Order, Consultant may propose to invoice the City for the following:

a. Hours
b. Tests
c. Equipment
d. Expenses

Hours will include time for all labor required to perform CMT Services. Such labor will be billed at the rates mutually agreed upon and incorporated into this Agreement.

A work week shall be defined as beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on the following Sunday. Overtime shall be defined as any hours worked by a single individual in excess of 40 hours within a single work week. Overtime shall be defined as 1.5 times the approved regular hourly rate.

Consultant will charge the City only for actual, documented hours worked, rounded to the nearest ¼ hour, and will not charge for Consultant employee lunch or break times, even if employee is located at a Project site.

In the event that a rain day is called by Construction Contractor of a Project, Consultant shall only invoice City for hours actually worked/ traveled on the Project, tests performed, equipment used and expenses incurred that day. In no event will City compensate Consultant for delays or work stoppages of any nature that are outside of the control of the City.

Equipment used in connection with a Project may be billed at the rates mutually agreed upon and incorporated into this Agreement.

Expenses which are: (1) specifically identified and agreed to within a Finalized Task Order, and (2) actually incurred and sufficiently documented in connection with a Task Order, shall be invoiced at cost, plus a Fixed Fee (10%). Such Expenses may include, but are not limited to, the following:

- Any services directly applicable to the Project, such as special consultant or subcontractor services that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable communication expenses applicable to a Project, such as long distance telephone, facsimile, telegraphy, cable, express delivery, charges, postage, and similar costs that are not applicable to Consultant's general correspondence and/or operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

- Identifiable processing and reproduction costs applicable to a Project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to Consultant's general operating expenses and have been pre-approved by the City as a part of a Finalized Task Order.

Allowable travel, pre-approved in writing by the City, and other expenses shall be invoiced at the actual cost incurred without mark-up and must be in compliance with the Aviation Department Consultant & Contractor Reimbursable Expense Policy, Exhibit 4 hereto to be eligible for reimbursement. City reserves the right to request such additional information as the City deems necessary to support the invoiced charges.

Consultant may not invoice for any work associated with the Project Task Order Request Process, including development of Proposed Task Order and its negotiations.

The rates and charges set out herein shall apply throughout the term of the contract.

Consultant's Overhead & GA Rate: 203.0%

Consultant's Fixed Fee on Labor & Overhead: 10% (Not allowed on anything else.)

TERRACON CONSULTANTS, INC.

TESTS				
	Test Description	Applicable Test Methods	Unit	Rate
VERTICAL TESTS*				
1	Design Strengths of Materials	1706		Project Specific
2	Alternative Test Procedures	1707		Project Specific
3	Test Safe Load	1708		Project Specific
4	In-Situ Load Test	1709		Project Specific
5	Preconstruction Load Tests	1710		Project Specific
6	Material & Test Standards	1711		Project Specific
7	Steel Construction / Material Verification of High-strength Bolts, Nuts & Washers		Hr.	Refer to Labor Rates
8	Steel Construction / Inspection of High Strength Bolting		Hr.	Refer to Labor Rates
9	Steel Construction/ Material Verification of Structural Steel		Hr.	Refer to Labor Rates
10	Steel Construction / Material Verification of Weld Filler Materials		Hr.	Refer to Labor Rates
11	Steel Construction / Inspection of Welding - Structural Steel		Hr.	Refer to Labor Rates
12	Steel Construction / Inspection of Welding - Reinforcing Steel		Hr.	Refer to Labor Rates
13	Steel Construction / Inspection of Steel Frame Joint Details for Compliance with Approved Construction Documents		Hr.	Refer to Labor Rates
14	Concrete Construction / Inspection of Reinforcing Steel (including Pre-stressing tendons and placement)		Hr.	Refer to Labor Rates
15	Concrete Construction / Inspection of Reinforcing Steel Welding (in accordance with Table 1704.3, Item 5 b)		Hr.	Refer to Labor Rates
16	Concrete Construction / Inspection of bolts to be installed in concrete prior to and during the placement concrete where allowable loads have been increased.		Hr.	Refer to Labor Rates
17	Concrete Construction / Verification on use of required design mix		Hr.	Refer to Labor Rates
18	Concrete Construction / At the time fresh concrete is sampled to fabricate specimens for strength test, perform slump and air content tests, and determine the temperature of concrete		Hr.	Refer to Labor Rates
19	Concrete Construction / Inspection of concrete and shot Crete placement for proper application techniques		Hr.	Refer to Labor Rates
20	Concrete Construction / Inspection for maintenance of specified curing temperature and techniques		Hr.	Refer to Labor Rates
21	Concrete Construction / Inspection of pre-stressed concrete (application of stressing forces)		Hr.	Refer to Labor Rates
22	Concrete Construction / Inspection of pre-stressed concrete (Grouting of bonded pre-stressing tendons in the seismic-force-resisting system)		Hr.	Refer to Labor Rates
23	Concrete Construction / Erection of precast concrete members		Hr.	Refer to Labor Rates
24	Concrete Construction / Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs		Hr.	Refer to Labor Rates
25	Concrete Construction / Inspection formwork for shape, location and dimensions of the concrete member being formed		Hr.	Refer to Labor Rates
FAA HORIZONTAL TESTS				
1	10 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	ASTM D6938	Ea.	Inclusive of Equipment Charge
2	07 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method	ASTM D1556	Ea.	$25.00
3	08 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method	ASTM D2167	Ea.	$25.00
4	06 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates	ASTM C136	Ea.	$70.00
5	63 (2007) Standard Test Method for Particle-Size Analysis of Soils	ASTM D422		$70.00
6	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12400 ft-lbf/ft³ (600 kN-m/m³)	ASTM D698	Ea.	$225.00
7	12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)	ASTM D1557	Ea.	$225.00

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
FAA HORIZONTAL TESTS				
8	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665		NC
9	04 Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	ASTM C117	Ea.	$125.00
10	09 Standard Practice for Sampling Aggregates	ASTM D75 / D75M		NC
11	12 Standard Practice for Random Sampling of Construction Materials	ASTM D3665		NC
12	11 Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures	ASTM D558	Ea.	$225.00
13	06 Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	Set of 3	$100.00
14	11 Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	ASTM D3203 / D3203M	Set of 3	$75.00
15	11 Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	ASTM D2726	Set of 3	$75.00
16	07e1 Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples	ASTM D1188	Set of 3	$100.00
17	06 Standard Test Method for Density, Absorption, and Voids in Hardened Concrete	ASTM C642	Ea.	$75.00
18	10 Standard Practice for Sampling Freshly Mixed Concrete	ASTM C172 / C172M		NC
19	12 Standard Practice for Making and Curing Concrete Test Specimens in the Field	ASTM C31 / C31M	Hr.	Refer to Labor Rates
20	10 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78 / C78M	Ea.	$25.00
21	12 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens	ASTM C39 / C39M	Ea.	$15.00
22	10 Standard Specification for Structural Clay Load-Bearing Wall Tile	ASTM C34	Ea.	$50.00
23	12 Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	ASTM C174 / C174M	Ea.	$25.00
24	11 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications	ASTM D2321		Refer to Labor Rates
25	Grade Tolerance – Straightedge			Refer to Labor Rates
26	Thickness – Physical Measurement, Depth Test or Sample holes		Ea.	$25.00
27	10 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils (Atterberg Limit)	ASTM D4318	Ea.	$70.00
28	Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials	ASTM C92 - 95 (2010)		$75.00
29	10a Standard Test Method for Slump of Hydraulic-Cement Concrete	ASTM C143 / C143M		NC
30	11 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete	ASTM C1064 / C1064M		NC
31	09 Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C535	Ea.	$225.00
32	11 Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures	ASTM D2041 / D2041M	Ea.	$100.00
COSA HORIZONTAL TESTS				
1	Preparing Soil and Flexible Base Materials for Testing	Tex-101-E		NC
2	Determining Moisture Content in Soil Materials	Tex-103-E	Ea.	$10.00
3	Determining Liquid Limits of Soils	Tex-104-E	Ea.	$70.00
4	Calculating the Plasticity Index of Soils	Tex-106-E	Ea.	Included in line 3
5	Determining the Bar Linear Shrinkage of Soils	Tex-107-E	Ea.	$70.00
6	Particle Size Analysis of Soils	Tex-110-E	Ea.	$70.00
7	Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	Ea.	$225.00
8	Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	Ea.	$225.00
9	Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E		Inclusive of Equipment Charge

TESTS				
	Test Description	Applicable Test Methods	Unit	Rate
COSA HORIZONTAL TESTS				
10	Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	Ea.	$250.00
11	Soil / Base -Cement Testing (Mixed at site by others)	Tex-120-E	Ea.	$250.00
12	Soil / Base -Cement Testing (Mixed & molded in Lab)	Tex-120-E	Ea.	$400.00
13	Soil-Lime Testing	Tex-121-E	Ea.	$250.00
14	Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	Set of 2	$400.00
15	Slurry Testing	Tex-130-E	Ea.	$35.00
16	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	Ea.	$70.00
17	Design of Bituminous Mixtures	Tex-204-F	Ea.	$2,500.00
18	Determining Density of Compacted Bituminous Mixtures	Tex-207-F	Ea. Core	$25.00
19	Recovery of Asphalt from Bituminous Mixtures by the Abson Process	Tex-211-F		NP
20	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	Ea.	$50.00
21	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	Ea.	$100.00
22	Sampling Bituminous Mixtures	Tex-222-F		NC
23	Indirect Tensile Strength Test	Tex-226-F	Ea.	$65.00
24	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	Ea.	$100.00
25	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex 236-F (ASTM D6307)	Ea.	$150.00
26	Determining Optimum Residual Asphalt Content (RAC) for Polymer-Modified Slurry Seal (Microsurfacing) Mixtures	Tex-240-F		NP
27	Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	Set of 2	$100.00
28	Hamburg Wheel-Tracking Test	Tex-242-F	Ea.	$650.00
29	Tack Coat Adhesion	Tex-243-F	Ea.	$300.00
30	Thermal Profile of Hot Mix Asphalt	Tex-244-F	Ea.	$200.00
31	Determining Flat and Elongated Particles	Tex-280-F	Ea.	$75.00
32	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	Tex-400-A (ASTM D2041)		NC
33	Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	Ea.	$70.00
34	Fineness Modulus of Fine Aggregate	Tex-402-A	Ea.	$30.00
35	Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test For Concrete Aggregates)	Tex-406-A	Ea.	$125.00
36	Sampling Freshly Mixed Concrete	Tex-407-A		NC
37	Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	Ea.	$75.00
38	Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	Ea.	$225.00
39	Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	Ea.	$200.00
40	Determining Deleterious Material in Mineral Aggregate	Tex-413-A	Ea.	$75.00
41	Air Content of Freshly Mixed Concrete by the Volumetric Method	Tex-414-A		NC
42	Slump of Hydraulic Cement Concrete	Tex-415-A		NC
43	Air Content of Freshly Mixed Concrete by the Pressure Method	Tex-416-A		NC
44	Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A (ASTM C39)	Ea.	$15.00
45	Measuring Temperature of Freshly Mixed Portland Cement Concrete	Tex-422-A		NC
46	Determining Pavement Thickness by Direct Measurement	Tex-423-A		NC
47	Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	Ea.	$25.00
48	Estimating Concrete Strength by the Maturity Method	Tex-426-A		Project Specific. Scope of work needed.
49	Correlating Concrete Strength Tests	Tex-427-A	Ea.	$750.00
50	Slump Loss of Hydraulic Cement Concrete	Tex-430-A		NP
51	Measuring Texture Depth by the Sand Patch Method	Tex-436-A		NP
52	Initial Time of Set of Fresh Concrete	Tex-440-A		NC
53	Making and Curing Concrete Test Specimens	Tex-447-A		NC

TESTS				
Test Description		Applicable Test Methods	Unit	Rate
COSA HORIZONTAL TESTS				
54	Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	Ea.	$25.00
55	Determining Crushed Face Particle Count	Tex-460-A	Ea.	$75.00
56	Degradation of Coarse Aggregate by Micro-Deval Abrasion	Tex-461-A	Ea.	$150.00
57	Uniformity of Concrete	Tex-472-A		NC
58	Asphalt, Oils and Emulsions (with sampling and travel charges)	Tex-500-C	Ea.	$250.00
59	Testing Pre-Molded Joint Fillers for Concrete	Tex-524-C		NP
60	Tests for Asphalt and Concrete Joint Sealers	Tex-525-C		NP
61	Test for Cold Applied Plastic Asphalt Sewer Joint Compound	Tex-526-C		NP
62	Effect of Water on Bituminous Paving Mixtures	Tex-530-C	Ea.	$75.00
63	Sampling and Testing Lime	Tex-600-J	Ea.	$1,000.00
64	Acid Insoluble Residue for Fine Aggregate	Tex-612-J		NP
65	Sampling and Testing Epoxy Coated Reinforcing Steel	Tex-739-I		NP
66	Asphalt Cores of In-place Asphalt Paving	ASTM D3549	Ea.	$25.00
67	Los Angeles Abrasion Test	ASTM C131	Ea.	$225.00
68	Asphaltic Concrete Extraction, Gradation, Bitumen Content, Stability, Laboratory Density, and Rice Gravity		Ea.	$650.00
69	Slurry Seal Testing (Field Measurement of slurry seal application)			Project Specific. Scope of work needed.
70	Inspection/ Sampling at Pre-cast Manufacturer			NC
71	Proofrolling Observations			NC
72	Lime Stabilized Subgrade and Base Course Thickness Checks			NC
73	Aggregate Base Course Analysis (Field Gradations)		Ea.	$75.00
74	Concrete Placement Observation			NC
75	Concrete Compression Check		Ea.	$25.00
76	Reinforcing Steel Observation			NC
77	California Bearing Ratio (CBR)	ASTM D4429	Ea.	$450.00
78	Texas Triaxial Test (Part 1)	Tex-117-E	Ea.	$1,750.00
79	Texas Triaxial Test (Part 2)	Tex-117-E	Ea.	Included in 78
80	Compression Testing of Mortar Cubes (2x2)	Tex-442-A	Ea.	$15.00
81	Compression Testing of Grout Prisms (3.5 x 3.5 x 7)	ASTM C1314	Ea.	$15.00
82	Curing, Capping & Compressive Strength Testing of Concrete Core		Ea.	$25.00
83	Concrete Masonry Unit Compressive Strength	ASTM C1314	Ea.	$25.00
84	Concrete Masonry Prism Compressive Strength		Ea.	$50.00
85	Concrete Mix Design		Ea.	$1,500.00
86	Concrete Mix Design Verification		Ea.	$500.00
87	Grout Mix Design		Ea.	$1,500.00
88	Grout Mix Design Verification		Ea.	$500.00
89	Mortar Mix Design		Ea.	$1,500.00
90	Mortar Mix Design Verification		Ea.	$500.00
91	Hot Mix Asphalt / Maximum Theoretical Specific Gravity		Ea.	$400 (includes line 93, 95, 96, 98)
92	Hot Mix Asphalt / Extraction (Solvent Method)	Tex-210-F	Ea.	NP
93	Hot Mix Asphalt / Gradation	ASTM 6913	Ea.	see line 91
94	Hot Mix Asphalt / Stability (Set of 3)	Tex-208	Ea.	$250.00
95	Hot Mix Asphalt / Bulk Specific Gravity	ASTM D2041		see line 91
96	Hot Mix Asphalt / Molding Specimen (Set of 3)	AASHTOT312	Ea.	see line 91
97	Hot Mix Asphalt / Mix & Molding of Specimen (Set of 3)	AASHTOT312	Ea.	$300.00
98	Asphalt Content Test (Ignition Oven Method)		Ea.	see line 91
99	Hot Mix Asphalt / Sand Equivalent Test	Tex-203-F (ASTM D2419)	Ea.	$150.00
100	Hot Mix Asphalt / Mix Design Verification		Ea.	$2,000.00
101	Hot Mix Asphalt / Core Density		Ea.	$25.00
102	Hot Mix Asphalt / Molded Density		Ea.	$75.00
103	Ride Quality Measurement		Hr.	$265.00
104	Ride Quality Measurement Mob/Demob		Hr.	$185.00
105	Ride Quality Measurement Standby Time		Hr.	$150.00

* Vertical Tests

a) Steel Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Steel Construction Table.

b) Concrete Construction in accordance with the specifics of the 2012 or latest International Building Code - Required Verification & Inspection of Concrete Construction Table.

TERRACON CONSULTANTS, INC.

JOB CLASSIFICATIONS			
		Unit	Unburdened Labor Rate
1	Admin/ Clerical	Hr.	$18.93
2	Certified Welding Inspector	Hr.	$25.29
3	Senior Engineer/ Scientist/Geologist	Hr.	$45.00
4	Concrete Technician	Hr.	$15.38
5	Drafting/ CADD	Hr.	$17.52
6	Drilled Pier Technician	Hr.	$18.40
7	Engineering Technician/ Soil, Concrete, Masonry	Hr.	$15.38
8	Geotechnical Engineer, P.E.	Hr.	$61.33
9	Graduate Engineer/ Project Manager	Hr.	$30.64
10	Hot Mix Asphaltic Concrete Technician	Hr.	$17.25
11	Laboratory Technician	Hr.	$15.48
12	Materials Technician	Hr.	$15.38
13	Principal Engineer/ Sr. Technical Professional	Hr.	$63.05
14	Project Coordinator	Hr.	$30.64
15	Engineer/ Scientist/ Geologist	Hr.	$30.64
16	Project Manager	Hr.	$30.64
17	Soil Technician	Hr.	$15.38
18	Special Inspection Technician	Hr.	$18.40
19	Sr. Engineer Technician	Hr.	$18.40
20	Structural Steel Technician	Hr.	$25.29

EQUIPMENT			
		Unit	Rate
1	Concrete Compressive Testing Machine	Day	$250.00
2	Concrete Flexural Beam Breaker	Day	$75.00
3	Coring Bit Wear (Length x Diameter)	Inch/ Diameter	$1.00
4	Coring Equipment (Generator / Coring Rig)	Trip	$150.00
5	Ferra-Scanning Equipment	Trip	$250.00
6	Patching Holes	Ea.	$25.00
7	R-Meter	Trip	$100.00
8	Saw Cut Equipment	Trip	NA
9	Swiss Hammer (Rebound Hammer)	Trip	$100.00
10	Vehicle Charge** (4 hours or less)	Day	$30.00
11	Vehicle Charge** (over 4 hours)	Day	$50.00
12	Windsor Probe	Trip	$150.00
13	Windsor Probe Shots	Ea.	$35.00
14	Nuclear Density Gauge	Trip	$50.00

** Vehicle Charge shall be in lieu of mileage, travel time, wear and tear, and any other expense(s) associated with vehicular travel and use of the vehicle on the job site. Vehicle Charge is limited to one charge dependent upon the amount of time the vehicle is used, either at 4 hours or less, or over 4 hours as applicable, per day per vehicle used for the job regardless of the number of trips to and from the job site or the tests/ services provided during the day. Under no circumstances will Consultant charge mileage, travel time, wear and tear, or any other expense(s) associated with vehicular travel other than a Vehicle Charge as set out herein.

NOTE: In the event that the City requires additional tests to be performed or other types of equipment, for which no rates are set out in the Agreement, Consultant and City shall negotiate and mutually agree upon pricing for such tests or equipment in writing prior to Consultant performing such test.

EXHIBIT 2

DBE COMPLIANCE AND ENFORCEMENT

DBE Subcontracting Obligation - Upon approval of the required DBE utilization documentation, the Submitting Firm receiving award of the contract shall enter into a subcontract with each approved DBE subcontractor listed in their Submittal. The contract shall be for the scope of work and amount stated in the Submittal documents. DBE subcontracts shall not be terminated, nor shall the scope of work or the amount to be paid to the DBE be altered by the prime consultant prior to the written approval of the Aviation Department's DBE Liaison Officer (DBELO).

Subcontractor Substitutions, Addition or Deletions - The Prime Consultant/Contractor must notify the DBELO in writing of the necessity to substitute, add or delete a subcontractor in order to fulfill the DBE requirements. A change in the scope of work and/ or amount stated in the submittal shall not be made before the DBELO approval. Requests should be submitted with sufficient time for review and approval, which may take up to 3 working days. The request shall be made utilizing DBE Form 3 (Change of Subcontractor/Supplier).

Failure to Meet DBE Contract Requirements – Failure to utilize the listed DBE subcontractors as stated in the Consultant's/Contractor's Submittal constitutes breach of contract and may lead to the cancellation or termination of the Contract.

Relief from DBE Requirements – After award of the Contract, no relief of the DBE requirements will be granted except in exceptional circumstances. Requests for complete or partial wavier of the DBE requirements of this Contract must be submitted in writing the DBELO. The request for relief must contain details of the request, the circumstances that make the request necessary, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant/Contractor to contract with the DBEs listed in the Submittal documents, and supporting documentation of efforts made to locate and solicit replacement or substitution of DBE subcontractor.

Penalties for Noncompliance - Failure to comply with any portion of the DBE Program, and whose failure to comply continues for a period of 30 calendar days after the Consultant/Contractor receives written notice of such noncompliance, may be subject to any or all of the following penalties:

a. Withholding of ten percent of all future payments for the Eligible project until it is determined the Consultant/Contractor is in compliance.
b. Withholding of all future payments for the Eligible project until it is determined the Consultant/Contractor is in compliance.
c. Cancellation of the Eligible Project.
d. Refusal of all future contracts or sub-contracts with the San Antonio Airport System for a minimum of one year and a maximum of three years from the date upon which this penalty is imposed. In the event a penalty is imposed, the Consultant/Contractor continues to be obligated to pay its subcontracts, laborer, suppliers, etc.

The San Antonio International Airport System will provide a cure-period to allow Consultants/Contractors to comply with the terms of the contract and associated default provisions.

EXHIBIT 3

FEDERAL CONTRACT PROVISIONS – PROFESSIONAL SERVICES CONTRACTS

PROVISION 1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1.1 Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROVISION 2. AIRPORT & AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 – GENERAL CIVIL RIGHTS PROVISIONS

2.1 The 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.

PROVISION 3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29) - The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the City. The Contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

PROVISION 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

4.1 No Federal appropriated funds shall be paid, by or on behalf of the 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.

4.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

PROVISION 5. ACCESS TO RECORDS AND REPORTS

5.1 The 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.

PROVISION 6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

PROVISION 7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

PROVISION 8. TRADE RESTRICTION CLAUSE

8.1 The 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.

8.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a 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.

8.3 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.

8.4 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.

8.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the 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.

8.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

PROVISION 9. TERMINATION OF CONTRACT

9.1 The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

9.2 If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

9.3 If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

9.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

9.5 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISION 10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

10.1 The Contractor, by acceptance of this contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this contract.

EXHIBIT 4

Consultant
And
Contractor
Travel, Living & Relocation Expense Policy

SAN ANTONIO
AIRPORT SYSTEM

City of San Antonio

As of 6/2/08

Reimbursable Expense Policy
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Consultant & Contractor Reimbursable Expense Policy

1. GENERAL

1.1 Introduction

This Consultant & Contractor Reimbursable Expense Policy (the "Policy") contains the guidelines for reimbursement of reasonable expenses incurred by Contractors and contractors (both of which shall hereinafter be referred to as "Contractor") in work performed pursuant to an agreement with the City of San Antonio (hereinafter the "City").

1.2 Scope

The policy and procedures contained herein apply to all Contractors in work performed in furtherance to an agreement with the City.

This policy also pertains to all reimbursable expenses by sub-consultants or subcontractors. The Contractor shall be responsible for ensuring that all subcontractor or sub-consultants adhere to this Policy.

The Contractor is responsible for becoming familiar with and adhering to the Policy as applicable for each reimbursable expense submitted.

1.3 Policy

Official reimbursable expenses shall be properly authorized, processed, conducted, reported, and reimbursed in accordance with this Policy. Contractor is expected to exercise good judgment in the type and amount of expense incurred.

For travel expenses, Contractor is expected to plan in advance of the departure date to obtain lowest cost fares, rates and accommodations. In addition, Contractor is encouraged to use all practical means, including internet discounters, to obtain the lowest cost fares, rates, and accommodations.

1.4 Definitions

The following definitions apply to this Policy:

Domestic Travel – Travel between business points within the continental United States (CONUS).

Actual and Reasonable Expenses – The specific, itemized expenses incurred, based on original receipts up to the amount judged by the Aviation Director as justifiable under the circumstances.

Official Travel Time – For the purposes of computing per diem allowances, official travel starts at the day and time the Contractor employee leaves their home, office, or other authorized point and ends on the day and time the Contractor employee returns home, to the office, or other authorized point. This definition is for computing per diem allowances only and may not be used for billing chargeable Contractor employee hours.

Travel Expenses – Includes meals, lodging, transportation and incidental expenses incurred for assignments within 30 consecutive calendar days at the same project site. The Contractor employee's return home for the weekends does not break the continuity of the assignment.

Extended Travel Expenses - Includes meals, lodging, transportation and incidental expenses incurred for assignments 30 or more consecutive calendar days at the same project site. The Contractor employee's return home for the weekends does not break the continuity of the assignment.

Reimbursable expenses – those expenses incurred in the furtherance of a project or assignment pursuant to an executed contract or agreement with the City.

Common Carrier Terminal – a terminal facility for the general public, such as an airport, train station, subway station or bus station.

1.5 Reimbursements

Expenses incurred by the Contractor while engaged in activities outside the scope of the Contractor Agreement or in violation of this Policy will be denied. This includes, but is not limited to, expenses incurred:

- Prior to the execution of the Agreement;
- After the expiration of the Agreement;
- At a location not included authorized by the Agreement;
- At a cost in excess of those costs allowed within the Agreement and/or within this Policy;
- In connection with work performed for customers of Contractor other than the City.

Only those expenses which are ordinary and necessary, and within the contracted for budget, to accomplish the contracted work are eligible for reimbursement.

Entertainment expenses, including alcohol, are not reimbursable.

1.6 Interrupted Itinerary

If official business travel is interrupted for personal convenience, any resulting expense shall not be the responsibility of the City.

2. Transportation Expenses

2.1 Guideline

Contractor must utilize the most economical mode of transportation and the most direct route consistent with the business purpose of the trip.

2.2 Air Travel

Lowest Available Airfare

Airfare reimbursement shall not exceed the lowest practical, available cost of competing airfare. Contractor shall, whenever practicable, make reservations two or more weeks in advance of travel. When all considerations are equal (e.g. travel time dates, times, destination, and work impacted by travel), Contractor must choose the lowest fare available at that time, regardless of personal preferences for air carrier.

Use of Business or First Class

No reimbursement will be made for Business or First Class travel without advance written approval from the Aviation Director (or designee). (Note: Business or First Class accommodations obtained through use of frequent flyer programs or at Contractor's expense will not require advance approval. However, Contractor must be able to provide the lowest available price of coach fair in order to be reimbursed for that portion of the expense.)

Extended Travel to Save Costs

The additional expenses associated with travel that includes an extended stay (e.g. Saturday night stay) may be reimbursed when the overall savings is at least $150 compared to the cost if the Contractor had not extended the trip.

In determining if an extended stay will result in any cost savings, Contractor must consider the additional expenses associated with an extended stay. Such expenses shall include, but are not limited to, the additional cost of lodging, rental car, meals and parking.

2.3 Travel by Private Automobile

Reimbursement for Travel by Private Automobile

Travel by private automobile will only be reimbursed if such travel is for a valid business purpose. When a private automobile is used, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Contractor. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs,

cleaning, detailing, tires, gasoline, or other automobile expense items will not be reimbursed for privately owned automobiles.

When two or more persons share a privately owned automobile, only the driver may claim the reimbursement for mileage. Two or more persons traveling to the same destination, for the same purpose, and same or approximately the same time span on the same day or days shall be expected to share a privately owned automobile whenever possible.

Charges for parking and toll roads are allowed; however receipts must be provided.

Reimbursement for Travel by Private Automobile in Lieu of Air Travel
When a private automobile is used instead of available air travel for the personal convenience of the Contractor, reimbursement of transportation costs by private automobile shall not exceed the documented amount of airfare Contractor would have paid had the Contractor traveled by air.

Reimbursement for Travel To or From a Common Carrier Terminal
When a Contractor drives a privately owned automobile to or from a common carrier terminal, the mileage and tolls for one round trip, plus parking for the duration of the trip may be claimed for reimbursement. Documented miles driven and receipts must be provided. Contractor is expected to use the lowest, reasonable cost parking option available.

2.4 Travel by Private Aircraft
When a private aircraft is used instead of available commercial air travel for the personal convenience of the Contractor, the reimbursement of transportation costs by private aircraft shall be reimbursed at a rate of 99.5 cents per mile up to the amount that would have been incurred by all Contractor employee travelers using common carrier transportation air fares. Documented aircraft landing and tie-down fees paid, if any, will be reimbursed separately, however, receipts must be provided.

Example:
Two Contractor Employee travelers in the same privately rented aircraft, traveling 500 miles to San Antonio. The common carrier transportation air fares round trip would have been $250 per person. Total mileage of private aircraft would be 1,000 miles (500 miles each way) times 99.5 cents per mile for a total expense of $995 for the private aircraft. The total reimbursable cost for the Contractor would be limited to $500 (2 contractor employees times $250 each), plus any documented aircraft landing and tie-down fees paid.

2.5 Rental Cars
Rental cars may be used for transportation to or from a common carrier terminal. Rental cars may also be used upon arrival at the official business destination when the use of public transportation or other transportation such as taxis is not practical when considering the cost, number of miles to be traveled and other factors. Only commercial agencies may be used. Contractors are strongly encouraged to request the lowest available rate when making rental car reservations.

Reimbursement
Reimbursement is limited to standard size sedan or vehicle commensurate with the requirements of the trip. The cost of the rental car and gasoline will be reimbursed. Documented miles driven and receipts must be provided. There is no reimbursement for mileage for a rental car.

The car must be turned in promptly. Daily charges, outside Official Travel Time, will not be reimbursed.

When a rental car is used on a non-exclusive basis for the City, reimbursement of the rental car and gasoline cost must be pro-rata based on mileage on City projects versus the total mileage.

Insurance
The Contractor assumes all risks and expenses associated with obtaining insurance deemed necessary when using a rental car. Car rental insurance, including collision damage waivers, is not reimbursable.

2.6 Ground Transportation

The following guidelines apply to ground transportation to or from a common carrier terminal at the business destination.

Taxis
The cost of the taxi ride plus a reasonable gratuity will be reimbursed. A reasonable gratuity may not exceed 10% of the total fare. Receipts must be provided.

Airport Shuttle Service
The cost of the airport shuttle ride plus gratuity will be reimbursed. Receipts must be provided.

Local Buses and Subways
Local bus and subway fares are reimbursable; however, receipts are not required.

3. Living Expenses

3.1 Lodging

Lodging expenses for travel within the Continental United States (CONUS) are reimbursed at the lesser of actual cost or the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates. Lodging taxes, although not included in the GSA per diem rate for lodging, are reimbursable. Contractors are strongly encouraged to request the lowest available rate when making the lodging reservations.

Hotel bills must show the hotel name and locations, dates room was occupied and the rate per day. Other items appearing on the hotel bill should be identified as to the business reason for the charges.

Contractor will not be reimbursed for the following expenses appearing on the hotel bill:

- Alcohol (alone or part of meal)
- Entertainment
- Personal services
- Laundry/Dry cleaning if travel is less than five days

When accommodations are shared with other than an official Contractor employee, reimbursement is limited to the cost that would have been incurred had the Contractor been traveling alone.

3.2 Non-Commercial Lodging
Contractor lodging in non-commercial facilities such as house trailers or field camping are reimbursed actual expenses up to the maximum applicable GSA lodging rate. No reimbursement is provided for housing as a guest in a private home.

3.3 Meals Expense
Meals expense for travel within the Continental United States (CONUS) are reimbursed at actual cost, up to the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates.

Meal expenses for the first and last day of travel are reimbursed at the lower of actual costs or the pro-rated GSA per diem rate listed below:

Beginning of "Official Travel Time" Date of Departure		Ending of "Official Travel Time" Date of Departure	
Prior to 11:00 am	100% per diem	Prior to 11:00 am	33% per diem
11:01 am to 5:00 pm	66% per diem	11:01 am to 5:00 pm	66% per diem
After 5:00 pm	33% per diem	After 5:00 pm	100% per diem

For travel of more than 12 hours but less than 24 hours; meals are reimbursed at the pro-rated GSA per diem rates defined above.

Daily expenses incurred within the vicinity of the Contractor employee's primary work site shall not be reimbursed.

3.4 Incidental Expenses

Payments for tolls, parking charges, cab fares can be reimbursed with proper documentation. Reasonable laundry and dry cleaning expenses will be allowed if travel is over a period of 5 consecutive days. Additionally, reasonable gratuities may be reimbursed if itemized.

Expenses for entertainment and personal convenience items such as alcohol, in-room movies, reading materials and clothing are not reimbursable.

3.5 Daily Allowance and Lodging Allowance for Extended Travel

Travel during which a Contractor remaining at one work location for 30 days or more in any calendar year months shall be considered an extended travel assignment. The 30 days begins on the first day at the work location. The Contractor's return home for weekends does not break the continuity of an extended travel assignment.

The maximum reimbursable rate for extended travel assignments will be the lesser of actual costs of lodging (housekeeping, utilities and furniture rental), meals, and incidentals (as previously outlined above) **or** 60% of the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates.

All extended travel must be approved in advance by the Aviation Director or designee prior to Contractor committing to any extended lodging arrangement.

4. Relocation Assistance

4.1 Requirements

Relocation assistance is generally not provided to Contractors. However, in rare Aviation Department agreements, relocation of key personnel may be allowed for long term capital projects. The expenses related to the Contractor employee relocation must be budgeted in advance at the time the agreement is signed. Additionally, all requests must be approved by the Aviation Director in advance of offering any relocation assistance to a Contractor employee. The request must include a justification why this position could not be filled by hiring an employee locally and why the assistance is needed. Evidence will be required demonstrating the efforts made to hire the employee locally. Any relocation assistance will be limited based on the type of employee as explained below.

4.2 Limitations

Relocation assistance will only be considered when a Contractor employee is required to change his/her place of residence more than 50 miles because of work location and the employee's duties are deemed in the best interest of the Aviation Department agreement requirements. Once the relocation assistance is approved, the employee shall receive reimbursement for the lesser of the actual documented necessary and reasonable relocation expenses or the maximum allowable assistance based on type of employee as defined below:

Relocation Assistance Limitations

Personnel Type	*The lower of:*	
Key Position	Actual Allowable Expenses	$10,000 max
Professional Positions	Actual Allowable Expenses	$5,000 max

4.3 Allowable Expenses In General

Relocation assistance will only be paid for reasonable expenses of moving household goods and personal effects (including storage expenses), and travel expenses to a new residence. The cost of traveling will only include the shortest and direct route available by conventional transportation. Any expenses incurred for additional overnight stays or side trips for sightseeing purposes will not be reimbursed.

4.4 Travel Expenses by Car

Use of personal vehicle to relocate the household goods and personal effects will be reimbursed at the lesser of:

- Actual expenses for gas and oil for the personal vehicle, if accurate records are maintained for these expenses, **or**
- The standard mileage reimbursement rate for moving expenses, as the Internal Revenue Service regulations.

In either method, parking fees and tolls paid as a part of the relocation will be reimbursed. Reimbursement will not be allowed for general repairs, general maintenance, insurance, or depreciation on the vehicle.

4.5 Household Goods and Personal Effect Expenses

Relocation assistance will be allowed for the cost of packing, crating, and transporting household goods and personal effects. Reimbursement will also be allowed for costs of connecting or disconnecting utilities required because of moving the household goods, appliances, or personal effects.

4.6 Storage Expenses

Relocation assistance will be allowed for reasonable costs of storing and insuring household goods and personal effects within any period of 30 consecutive days after the day the household goods and personal effects are moved from the former home and before their delivery to the new home.

4.7 Travel Expenses

Relocation assistance will be allowed for reasonable costs of transportation and lodging for the Contractor employee and members of their household while traveling from their former home to their new home. This will include reasonable lodging expenses that do not exceed one day in the area of the former home.

4.8 Non-reimbursable Relocation Expenses

Relocation assistance will not extend to the following types of expenses:

- Any part of the purchase price of the new home.
- Expenses of buying or selling a home (including closing costs, mortgage fees, and points).
- Expenses of entering into or breaking a lease.
- Home improvements to help sell the former residence.
- Loss on the sale of the former residence.
- Mortgage penalties.
- Real estate taxes.
- Refitting of carpet and/or draperies.
- Return trips to former residence.
- Security deposits of any kind.
- Storage charges except as defined above.
- Registration fees for automobile license plates, tags, etc.
- Fees associated with acquiring a Texas driver's license.

4.9 Relocation Assistance Recovery

If the City of San Antonio has paid for relocation assistance to a Contractor's employee and the employee leaves the Contractor's employment before six (6) months of relocation, the City will be entitled to recovery the full amount of the relocation assistance paid from Contractor.

5. Miscellaneous Expenses

5.1 General

Miscellaneous expenses that are ordinary and necessary to accomplish the official business purpose of the trip are reimbursable. Receipts are required for all miscellaneous expenses. The most common of these expenses are as follows:

- Use of computers, printers, faxing machines, and scanners.
- Postage and delivery.
- Office supplies specific to the project.

Expenses that will not be reimbursed will be items for personal use or items that do not have a direct business reason or benefit to the project. Examples of these expenses are:

- Business gifts.
- Snacks or other entertainment items for staff meetings and/or meetings with sub-Contractors.
- Mileage expense for purchase of items where the direct project related item purchased was not the sole reason for the trip.
- Carrying cases for cell phones or computers.
- Items that could be used on more than one project.

5.2 Telephone Calls

Telephone charges should be made per a calling plan with reasonable calling rates. If City, in its sole determination, finds that a calling plan is unreasonable, City may reimburse Contractor at a rate that City determines to be reasonable. Claims for phone call require a statement of the date, person called, phone number, and business reason for the call.

Personal phone calls are not reimbursable.

5.3 Local Business Meetings

Costs associated with local business meetings must be reasonable and have a direct business reason for the City of San Antonio. Local business meeting exceeding $150 must be approved in advance of the scheduled meeting. As stated in previous sections, entertainment is not reimbursable. If alcohol is served at the business meeting this will deem the event as a social event and the entire event will not be reimbursable.

Meals served at an approved business meeting event will be reimbursed at the lesser of the actual cost or the daily per diem rate as specified by GSA for that particular meal. The GSA has established per diem meal rates by breakfast, lunch and dinner. Facility charges associated with this event must be reasonable and approved in advance.

6. Travel Expense Settlement

6.1 Reimbursement

A travel expense statement must be prepared and submitted with the appropriate supporting documents. At a minimum, the expense statement should be in a legible format consistent with business standards and must contain the following elements:

- Name of Contractor being reimbursed.
- Name of Contractor employee that incurred the expenses.
- Dates covered in the expense report.
- Business reason for incurring expenses on behalf of City.
- Legible format and consistent with business standards.

All required receipts must be legible and submitted with the expense statement. If required receipts cannot be obtained or have been lost a statement providing the reason for the unavailability or loss should be noted. In the absence of a satisfactory explanation, the amount involved will not be reimbursed.

Because lodging receipts may include non-reimbursable charges, lodging will not be reimbursed without a copy of the receipt or facsimile document containing itemized charges for the room, e.g., taxes, telephone, etc. from the hotel.

Expenses should be itemized chronologically according to the nature and type of travel expense (i.e. airfare, hotel, meals, etc.). The completed and supported travel expense statement should be submitted in the first billing cycle following the incurrence of the expense.

6.2 Right to Audit

The City reserves the right to audit actual expenses. Expenses will be reimbursed in accordance with the procedures setout herein at actual cost within the limits and requirements established by this policy or, if applicable, the Agreement.

Received by
Planning & Engineering

JAN 17 2013

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