

AN ORDINANCE 2011-05-12-0373

**AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH REYNOLDS, SMITH AND HILLS, INC. IN THE NOT TO EXCEED AMOUNT OF \$1,225,276.00 FOR BUILDING ASSESSMENT, EVALUATION, PROGRAMMING AND ESTIMATING COSTS FOR RENOVATION OF TERMINAL A AT THE SAN ANTONIO INTERNATIONAL AIRPORT.**

\* \* \* \* \*

**WHEREAS**, the City opened a new Terminal B for San Antonio International Airport in November 2010 and this project will improve and update Terminal A, built in 1984, to make it consistent with the new Terminal B; and

**WHEREAS**, the City issued a Request for Qualification for the three planned phases of the Terminal A renovation planning project in January 2011 and received twelve submittals of which eleven were deemed responsive; and

**WHEREAS**, an evaluation committee selected Reynolds, Smith and Hills, Inc. as the most qualified firm; and

**WHEREAS**, it is now necessary to authorize the execution of a Professional Services Agreement with Reynolds, Smith and Hills, Inc. for the first two phases of the Terminal A renovation planning project; **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 a Professional Services Agreement, in a form substantially similar to the document attached hereto as Attachment I, with Reynolds, Smith and Hills, Inc. in the not to exceed amount of \$1,225,276.00 for building assessment, evaluation, programming and estimating costs for renovation of Terminal A at San Antonio International Airport.

**SECTION 2.** The amount of \$1,317,550.84 is appropriated in SAP Fund 51005001, 2007 Airport Revenue Improvements Bonds-Construction, SAP WBS Element AV-00014-01-01-27, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00061-90-01. The amount of \$1,317,550.84 is authorized to be transferred to SAP Fund 51099000.

**SECTION 3.** The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00061, Terminal A Renovations and Refurbishment, shall be revised by increasing SAP WBS Element 33-00061-90-01 entitled Transfer from AV-00014-01-01-27, SAP GL Account 6101100 – Interfund Transfer In, by the amount \$1,317,550.84.

**SECTION 4.** The amount of \$1,317,550.84 is appropriated in SAP 51099000, Airport Capital Projects, SAP Project Definition 33-00061, Terminal A Renovations and Refurbishment, and the budget shall be revised by increasing/decreasing SAP WBS Element as follows:

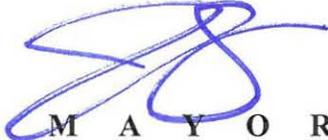
WBS NO.	WBS NAME	G/L	G/L NAME	CURRENT PLAN VERSION 0	PLAN VERSION 0 REVISION/ Appropriation	REVISED PLAN VERSION 0
33-00061-01-02-01-01	Term A Renov-Ph 1&2	5201170	Engineering Fees	\$0.00	\$1,025,276.00	\$1,025,276.00
33-00061-01-02-01-02	Term A Renov-Additional A/E Allowance	5201170	Engineering Fees	\$0.00	\$200,000.00	\$200,000.00
33-00061-05-01	Administration	5402010	Cap Prog Admin Cost	\$50,594.64	\$92,274.84	\$142,869.48
			TOTALS	\$50,594.64	\$1,317,550.84	\$1,368,145.48

**SECTION 5.** Payment in the amount not to exceed \$1,225,276.00 in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00061, Terminal A Renovations and Refurbishment, is authorized to be encumbered and made payable to Reynolds, Smith and Hills, Inc. for professional services.

**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager, or the City Manager’s designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 7.** This Ordinance shall become effective immediately after passage upon the receipt of eight affirmative votes, or, in the absence of eight affirmative votes, ten days after passage.

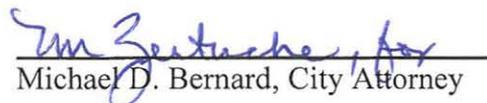
**PASSED and APPROVED** this 12th day of May, 2011.

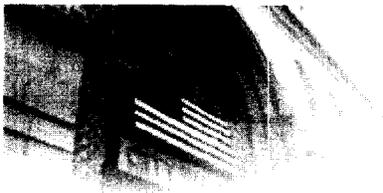
  
 M A Y O R  
 Julián Castro

**ATTEST:**

**APPROVED AS TO FORM:**

  
 Leticia M. Vacek, City Clerk

  
 Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**

City of San Antonio



## Agenda Voting Results - 10

<b>Name:</b>	6, 9, 10, 11, 12, 16, 17, 20, 21, 23A, 23B, 24, 26A, 26B, 27, 28, 29, 30						
<b>Date:</b>	05/12/2011						
<b>Time:</b>	10:52:02 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance awarding a professional service contract to Reynolds, Smith and Hills, Inc. in an amount up to \$1,225,276.00 for the building assessment, evaluation, programming and estimating of renovation of Terminal A at the San Antonio International Airport, a General Aviation Revenue Bond funded project. [Pat DiGiovanni, Deputy City Manager; Mike Frisbie, Director, Capital Improvements Management Services]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				x
John G. Clamp	District 10		x				

# ATTACHMENT I

**SERVICES AGREEMENT  
FOR  
THE TERMINAL A RENOVATIONS –  
BUILDING ASSESSMENT, EVALUATION, PROGRAMING AND SCOPE ESTIMATING  
AT THE  
SAN ANTONIO INTERNATIONAL AIRPORT**

This Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as “City”), a Texas Municipal Corporation acting by and through its Director of the Capital Improvements Management Services Department and Reynolds, Smith and Hills, Inc. (hereinafter referred to as “Consultant”) by and through its Authorized Representative, both of which may be referred to herein collectively as the “Parties”.

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

<u>ARTICLE NO.</u>	<u>INDEX TITLE</u>	<u>PAGE</u>
I.	DEFINITIONS.....	2
II.	RELATIONSHIP OF THE PARTIES.....	2
III.	PERIOD OF SERVICE.....	2
IV.	SCOPE OF SERVICES.....	3
V.	COORDINATION WITH THE CITY.....	3
VI.	COMPENSATION.....	4
VII.	OWNERSHIP AND RETENTION OF DOCUMENTS.....	5
VIII.	TERMINATION OF AGREEMENT.....	6
IX.	SUSPENSION OF WORK UNDER AGREEMENT.....	8
X.	INSURANCE REQUIREMENTS.....	9
XI.	INDEMNIFICATION .....	11
XII.	CONSULTANT LIABILITY AND STANDARD OF CARE.....	12
XIII.	CONSULTANT’S WARRANTY.....	12
XIV.	ASSIGNMENT OF RIGHTS AND DUTIES.....	13
XV.	INDEPENDENT CONTRACTOR.....	13
XVI.	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENT...	14
XVII.	EQUAL EMPLOYMENT OPPORTUNITY.....	21
XVIII.	AMENDMENTS.....	21
XIX.	NOTICES.....	21
XX.	CONFLICT OF INTEREST.....	22
XXI.	CLAIMS AND DISPUTES.....	22
XXII.	RIGHT OF REVIEW AND AUDIT.....	24
XXIII.	AIRPORT SECURITY.....	24
XXIV.	CONTRACT CONSTRUCTION.....	25
XXV.	FAMILIARITY WITH LAW AND CONTRACT TERMS .....	25
XXVI.	APPLICABLE LAW.....	25
XXVII.	VENUE.....	25
XXVIII.	SEVERABILITY .....	25
XXIX.	FORCE MAJEURE .....	26
XXX.	SUCCESSORS.....	26
XXXI.	NON-WAIVER OF PERFORMANCE.....	26
XXXII.	PARAGRAPH HEADINGS.....	26

XXXIII.	LEGAL AUTHORITY.....	26
XXXIV.	CERTIFICATE REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.....	26
XXXV.	ENTIRE AGREEMENT.....	28
EXHIBIT 1	SCOPE OF SERVICES.....	29
EXHIBIT 2	FEE BREAKDOWN.....	48

**I. DEFINITIONS**

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

- 1.1 “Airport” means the San Antonio International Airport.
- 1.2 “Day” means calendar day unless specifically referred to otherwise.
- 1.3 “Director” means the director of the City’s Capital Improvements Management Services Department.
- 1.4 “Project” means Terminal A Renovations – Building Assessment, Evaluation, Programming and Scope Estimating at the San Antonio International Airport, as more fully set out in Article IV, Scope of Services.

**II. RELATIONSHIP OF THE PARTIES**

2.1 Consultant 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 Consultant accepts this relationship of trust and confidence established with the City and covenants with the City to furnish the Consultant’s professional skill and judgment in furthering the interests of the City. The Consultant shall furnish consulting services as set forth herein and shall use the Consultant’s professional efforts to perform the services in an expeditious and economical manner consistent with the interests of the City. The Consultant 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.

2.2 Consultant shall require each sub-consultant, to the extent of the Services to be performed by the sub-consultant, to be bound to Consultant by the terms of the Agreement, and to assume toward Consultant all the obligations and responsibilities that Consultant, by these Documents, 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.

**III. PERIOD OF SERVICE**

3.1 This Agreement shall take effect upon execution by both parties, and continue in full force and effect for the period required for completion of the duties as set forth in the Scope of Services. Performance shall commence upon execution of this contract by both parties and shall terminate upon completion of Consultant’s duties as set forth in the Scope of Services and upon written acceptance by City of Consultant’s work product or services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

#### **IV. SCOPE OF SERVICES**

4.1 Consultant, in consideration for the compensation herein provided, as outlined in Article VI. Compensation, shall render the required professional services in connection with the Project, as more specifically outlined in Exhibit 1, Scope of Services.

4.2 The Project will be completed in three phases:

Phase 1- Assessment of Existing Facilities and Infrastructure

Phase 2- Assessment Evaluation, Programming and Scope Estimating

Phase 3- Design Development, Construction Documents and Construction Administration

The Scope of Services of this Agreement is for the completion of Phases 1 and 2. The work associated with Phase 3 is dependent upon the completion of and results from Phases 1 and 2 and it is anticipated that Phase 3, and the associated additional compensation will be added to this Agreement by amendment following the completion of Phases 1 and 2.

4.2 Consultant shall complete all Project work within the Scope of Services in compliance with this Agreement, and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project. Time is of the essence. The number and identity of Consultant's personnel assigned to the Project shall be subject to City's initial and periodic review and approval, and mutual modifications may result in an increase or decrease in personnel. Key personnel set out in Exhibit "A" shall not be replaced or reassigned without City's written consent. City's consent, however, shall not be unreasonably withheld. Following such City consent, any replacement of Consultant's key personnel must receive City's written approval. City retains the right to request replacement, for reasonable cause, of any employee or subconsultant assigned by Consultant to the Project. City's decisions in this regard shall not be the basis for any claim for additional compensation by Consultant. However, in no event shall City's direction be construed as the City's assumption of Consultant's duties to direct, coordinate and manage implementation of the Project, unless specific processes, procedures and systems, if any, are directed by the City

4.3 All work performed and reports and deliverables required pursuant to this Agreement shall be in compliance with all laws, rules, regulations and FAA Advisory Circulars.

4.4 All services and work performed under this Agreement must be conducted in full conformance with the Texas Occupations Code. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant.

4.5 Acceptance of any deliverables by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subconsultants for the accuracy and competency of their deliverables or associated services; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the deliverables prepared by said Consultant, its employees, subconsultants, and agents.

#### **V. COORDINATION WITH THE CITY**

5.1 Consultant shall hold periodic conferences with Director or his designee, so that the Project, as developed, shall have the full benefit of City's experience, and knowledge of existing needs and facilities, and be consistent with the City's current policies and standards.

5.2 The Director or his designee shall act on behalf of City with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and

interpret and define City's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

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

5.4 If requested, the Consultant shall be represented by a registered professional Engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings, and preconstruction meetings as applicable.

## **VI. COMPENSATION**

6.1 For and in consideration of the services to be rendered by Consultant, City shall pay Consultant the not-to-exceed fee set forth in this Article VI, Compensation. 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 Consultant at any time Consultant is in default under this Agreement.

6.2 The total compensation for Consultant's work, to include all travel and other expenses, as defined in the Scope of Services, shall be the lump sum of \$1,025,276.00 for Phases 1 and 2 in accordance with Consultant's Fee Breakdown, which is attached hereto as Exhibit 2. Consultant's work hereunder, as set out in the Scope of Services, and the associated lump sum fee of \$1,025,276.00, consists of two phases of work: Phase 1- Assessment of Existing Facilities and Infrastructure; and Phase 2 Assessment Evaluation, Programming and Scope Estimating. The fees associated with Phase 1 and Phase 2 are set out below:

Phase 1- Assessment of Existing Facilities and Infrastructure	\$432,336.00
Phase 2- Assessment Evaluation, Programming and Scope Estimating	<u>\$592,940.00</u>
	\$1,025,276.00

Consultant acknowledges that the aggregate lump sum fee of \$1,025,276.00 shall be full and final compensation for all services, travel and other expense to be performed pursuant to or associated with the Scope of Services for Phases 1 and 2. The Director shall have the ability to reallocate funds between Phase 1 and Phase 2 and between service tasks set out in the Scope of Services administratively, without approval of the City Council, so long as such reallocation does not significantly change the Scope of Services or increase the total not to exceed contract amount. Consultant may submit invoices no more than once monthly. Such invoices must show: a) the percentage of total services completed in the preceding month; b) a summary of the services performed during the period covered by the invoice; c) the amount due for the services; and d) any other evidence required by the Director or his designated representative. The amount of partial payment due for services rendered shall be a percentage of the lump sum fee equal to the percentage of services performed during the period covered by the invoice. Once Consultant has completed the performance of all services and provision of all deliverables delineated in the Scope of Services, to the full satisfaction of the City, as solely determined by the City, the City shall pay Consultant the total amount owed less any amounts paid under the monthly invoices. The final payment due hereunder will not be paid until all reports, data, and documents have been submitted, received, accepted and approved by the City.

6.4 By entering into this Agreement, Consultant acknowledges and agrees that this Agreement will be administered by the City through the City's Internet-based Project Management System, the Portal. Consultant further agrees to enter and submit all its itemized invoices with required back-up through the Portal system. The City shall administer the software, shall provide training and shall make the software accessible via the Internet.

## VII. OWNERSHIP AND RETENTION OF DOCUMENTS

7.1 Any and all documents, papers, records, writings, media or information in whatever form and character created by Consultant pursuant to the provisions of this Agreement and pertinent to the services rendered hereunder, (hereinafter "Documents") shall be the exclusive property of City; and such Documents shall not be the subject of any copyright or proprietary claim by Consultant. Consultant understands and acknowledges that as the exclusive owner of any and all Documents, City has the right to use all Documents as City desires, without restriction and that City will be providing reports developed pursuant to this Agreement to the FAA.

7.2 All of the Consultant's documentary work product reports and correspondence to City under this Agreement shall be the property of the City and, upon completion of this Agreement; such documentary work product shall be promptly delivered to City in a reasonably organized form, without restriction on its future use by City. The above notwithstanding, the Consultant shall retain all rights in any standard drawing details, designs, specifications, databases, computer software and any other proprietary information it may provide pursuant to this Agreement, whether or not such proprietary information was modified during the course of providing the services hereunder. The Consultant may retain for its files any copies of documents it chooses to retain and may use Consultant's work product as it deems fit. Any materially significant work product lost or destroyed by the Consultant shall be replaced or reproduced at the Consultant's non-reimbursable, sole cost.

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

7.4 Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that in part or in whole was produced from this Agreement to the City, including all equitable rights. No reports, maps, documents or other copyrightable works produced in whole or in part by this Agreement shall be subject of an application for copyright by the Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of the City (excluding any prior owned instrument of services, unless otherwise specified herein). **THE CONSULTANT SHALL, AT ITS EXPENSE, INDEMNIFY CITY AND DEFEND ALL SUITS OR PROCEEDINGS INSTITUTED AGAINST THE CITY AND PAY ANY AWARD OF DAMAGES OR LOSS RESULTING FROM AN INJUNCTION, AGAINST THE CITY, INsofar AS THE SAME ARE BASED ON ANY CLAIM THAT MATERIALS OR WORK PROVIDED UNDER THIS AGREEMENT CONSTITUTE AN INFRINGEMENT OF ANY PATENT, TRADE SECRET, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

7.5 Upon completion or termination of the Project, or upon request by the City, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the City and shall be delivered at no cost to the City without restriction on future use. The City shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense.

7.6 The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than four (4) years after final payment is made and all pending matters are closed.

In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the City, 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 Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

7.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies, or processes used by the Consultant 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 Consultant or its suppliers.

7.8 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

## VIII. TERMINATION OF AGREEMENT

### 8.1 Termination Without Cause.

8.1.1 This Agreement may be terminated by City without cause, prior to Director giving Consultant 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 Consultant.

8.1.2 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 Consultant'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.

8.1.3 If the termination is for the convenience of the City, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should City choose to exercise its option to terminate, nor shall Consultant 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.

8.1.4 If the termination is due to Consultant'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 Consultant shall be liable to the City for any additional cost occasioned to the City thereby.

8.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant 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 8.1.3 of this clause.

8.1.6 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.

8.1.7 This Agreement may be terminated by the Consultant, at any time after issuance of the Director's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

8.2 Defaults With Opportunity for Cure. Should Consultant 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. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant 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 Consultant 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 Consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of City to mitigate its losses.

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

8.3.1 Consultant 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

8.3.2 Consultant 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

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

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

8.3.5 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue) 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 Consultant's assets or properties: or

8.3.6 Consultant fails to comply in any respect with the insurance requirements set forth in this Agreement.

8.4 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.

8.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, 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 Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

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

8.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

## IX. SUSPENSION OF WORK UNDER AGREEMENT

9.1 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 Consultant 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 Consultant's receipt of said notice.

9.2 Consultant's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant 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.

9.3 Procedures Upon Receipt of Notice of Suspension.

9.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant 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.

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

9.3.3 All completed or partially completed studies, plans 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 Consultant until such time as Consultant may exercise the right to terminate.

9.3.4 During the period of Suspension, Consultant 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.

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

9.3.6 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by City of Consultant'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 Consultant 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 Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

9.3.7 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 Consultant 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.

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

## **X. INSURANCE REQUIREMENTS**

10.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Capital Improvements Management Services Department/Contract Services Division, which shall be clearly labeled "Terminal A Renovations – Building Assessment, Evaluation, Programming and Scope Estimating at the San Antonio International Airport" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Capital Improvements Management Services Department/Contract

Services Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

INSURANCE REQUIREMENTS	
1. Worker's Compensation ** Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General Broad Form (Public) 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. Fire legal liability*	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.
3. Business Automobile Liability* a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
4. Professional Liability (Claims Made Form)	\$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 to the extent caused by any negligent act, error or omission in the performance of professional services.
*If Applicable	
** Alternate Plans Must Be Approved by Risk Management	

10.4 The City may request and without expense to City, to inspect copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City.

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

- Name the City and its officers, officials, employees, 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;

- To the extent not inconsistent with the requirements of the issuing insurance carrier, provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy if such endorsement is permitted by law and regulations;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

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

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

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

10.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement as respects additional insureds.

## XI. INDEMNIFICATION

**11.1 The Consultant, whose work product and services are the subject of this Agreement for professional services, agrees to INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES HARMLESS against any and all CLAIMS by third parties, 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 CONSULTANT'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of the rights or performance of the services or duties under this Agreement, all without however, the City waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law.**

11.2 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 CONSULTANT AND CITY ARE FOUND JOINTLY**

**LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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

11.4 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Consultant in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Consultant shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Consultant fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Consultant shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

11.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under worker's compensation or other employee benefit acts.

11.6 Acceptance of any deliverable or final report by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their reports or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by the City for any defect in the report or other documents and Work prepared by said Consultant.

**XII. CONSULTANT'S LIABILITY AND STANDARD OF CARE**

12.1 Consultant warrants that the services provided by Consultant 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. For breach of this warranty, the City shall have the right to terminate this Agreement under the provisions of this Agreement.

**XIII. CONSULTANT'S WARRANTY**

13.1 Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting

from the award or making of this Agreement. For breach of the foregoing warranty, the City shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the City from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing municipal employment of professional and other professionals. Accordingly, Consultant further pledges and warrants its best and most competent professional efforts to secure to the City the benefits of the agreement.

#### **XIV. ASSIGNMENT OF RIGHTS OR DUTIES**

14.1 By entering into this Agreement, City has approved the use of any subcontractors identified in Consultant's Proposal. No further approval shall be needed for Consultant to use such subcontractors as are identified in Consultant's Proposal.

14.2 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the 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, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City in accordance with this Article.

14.3 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 Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, City may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

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

#### **XV. INDEPENDENT CONTRACTOR**

15.1 Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant, or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for

the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant. No term or provision of this Agreement or act of the Consultant in the performance of this Agreement shall be construed as making the Consultant the agent, servant or employee of the City, or as making the Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which the City provides to or for its employees.

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

## **XVI. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

14.1 **SBEDA Program** The City has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s International and Economic Development (IEDD) website page and is also available in hard copy form upon request to the City. The SBEDA Ordinance Compliance Provisions contained in this section of the agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the City pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this agreement. Unless defined in a contrary manner herein, terms used in this section of the agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

### 14.2 Definitions

14.2.1 **Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise (“S/M/WBE”) Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

14.2.2 **Certification or “Certified”** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm

satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

14.2.3 Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by Consultant to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the City as fraudulent if Consultant attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the Consultant shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the Consultant and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

14.2.4 Good Faith Efforts – documentation of the Consultant’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of Consultant’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

14.2.5 HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must

be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

14.2.6 Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

14.2.7 Individual – an adult person that is of legal majority age.

14.2.8 Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

14.2.9 Originating Department – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

14.2.10 Payment – dollars actually paid to Consultant and/or Subcontractors and vendors for City contracted goods and/or services.

14.2.11 Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the Consultant

14.2.12 Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

14.2.12 Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, Consultant is the Respondent.

14.2.13 Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

14.2.14 San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City’s MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

14.2.15 SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

14.2.16 SBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified SBE firms. Such subcontracting goals may be set and applied by the

GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein there have been ongoing disparities in the utilization of available SBE Subcontractors.

When specified by the GSC, the SBE Subcontracting Plan or Good Faith Efforts plan submitted by Consultant may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for SBE firms.

14.2.17 Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

14.2.18 Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

14.2.19 Small Business Office (SBO) – the office within the International and Economic Development Department (IEDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

14.2.20 Small Business Office Manager – the Assistant Director of the IEDD of the City that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

14.2.21 Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or Consultant in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the Consultant and its subcontractors shall be submitted to the City prior to execution of this contract agreement and any contract modification agreement.

14.2.22 Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of Consultant's and/or S/M/WBE firm's performance and payment under City contracts due to the City's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

14.2.23 Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the Consultant’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of Consultant’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the IEDD Director or designee.

### 14.3 SBEDA Program Compliance – General Provisions

Consultant acknowledges that the terms of the City’s SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the City’s SBEDA Policy & Procedure Manual are in furtherance of the City’s efforts at economic inclusion and, moreover, that such terms are part of Consultant’s scope of work as referenced in the City’s formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines, and procedures are hereby incorporated by reference into this Agreement, and are considered by the parties to this Agreement to be material terms. Consultant voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the City. Without limitation, Consultant further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

- 14.3.1 Consultant shall cooperate fully with the Small Business Office and other City departments in their data collection and monitoring efforts regarding Consultant’s utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
- 14.3.2 Consultant shall cooperate fully with any City or SBO investigation (and shall also respond truthfully and promptly to any City or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of Consultant or its Subcontractors or suppliers;
- 14.3.3 Consultant shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
- 14.3.4 Consultant shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to Consultant’s Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Consultant to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by Consultant of work previously designated for performance by

Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

- 14.3.5 Consultant shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the City, as well as any transfer or change in its ownership or business structure.
- 14.3.6 Consultant shall retain all records of its Subcontractor payments for this contract for a minimum of four years, or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years, or as required by state law, following the final determination of litigation, whichever is later.
- 14.3.7 In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a Consultant's Subcontractor / Supplier Utilization Plan, the Consultant shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the Consultant and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

#### 14.4 SBEDA Program Compliance – Affirmative Procurement Initiatives

- 14.4.1 The City has applied the following contract-specific Affirmative Procurement Initiative to this contract. Consultant hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:
  - 14.4.2 SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 1. (c), this contract is being awarded pursuant to the SBE Subcontracting Program. Consultant agrees to subcontract at least 30% of its prime contract value to certified SBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor/Supplier Utilization Plan that Consultant submitted to City with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified SBE Subcontractors to be used by Consultant on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of Consultant to attain this subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the City, and may result in debarment from performing future City contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal,

and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

14.5 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this agreement, the Consultant represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Consultant shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Consultant's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. Consultant shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

14.6 Prompt Payment. Upon execution of this contract by Consultant, Consultant shall be required to submit to City accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the Consultant's reported subcontract participation is accurate. Consultant shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from City. In the event of Consultant's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to Consultant, and no new City contracts shall be issued to the Consultant until the City's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

14.7 Violations, Sanctions and Penalties.

14.7.1 In addition to the above terms, Consultant acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

14.7.1.1 Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

14.7.1.2 Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

- 14.7.1.3 Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
  - 14.7.1.4 Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
  - 14.7.1.5 Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.
- 14.7.2 Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions, and remedies available under law, including but not limited to:
- 14.7.2.1 Suspension of contract;
  - 14.7.2.2 Withholding of funds;
  - 14.7.2.3 Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
  - 14.7.2.4 Refusal to accept a response or proposal; and
  - 14.7.2.5 Disqualification of Consultant or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

## **XVII. EQUAL EMPLOYMENT OPPORTUNITY**

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

## **XVIII. AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Consultant. The Director shall have the authority to execute amendments that require up to \$50,000.00 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.

## **XIX. NOTICES**

Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the

same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

**If intended for CITY, to:**

City of San Antonio  
Capital Improvements Management Services Department  
Attn: Contract Services Division  
114 West Commerce, 9<sup>th</sup> Floor  
San Antonio, TX 78205

**If intended for Consultant, to:**

Reynolds, Smith and Hills, Inc.  
Attn: Cedric Curtis  
13750 San Pedro, Suite 300  
San Antonio, TX 78232

**XX. CONFLICTS OF INTEREST**

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

20.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

**XXI. CLAIMS AND DISPUTES**

21.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Agreement terms, payment of money, extension of time or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the City and Consultant arising out of or relating to the Agreement. Claims must be initiated by written notice. Every Claim of the Consultant, 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 the Consultant by his signature) of the

Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

21.2 Time Limit on Claims. Claims by the Consultant or by the City must be initiated within twenty-one (21) calendar days after discovery of the event giving rise to such Claim. Claims by the Consultant must be initiated by written notice to the City. Claims by the City must be initiated by written notice to the Consultant.

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

21.4 Claims for Additional Time. If the Consultant wishes to make Claim for an increase in the time for performance, written notice as provided in this Article XVII shall be given. The Consultant'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.

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

21.5.1 No consequential damages will be allowed.

21.5.2 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.

21.5.3 No profit will be allowed on any damage claim.

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

21.7 Alternative Dispute Resolution.

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

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

## **XXII. RIGHT OF REVIEW AND AUDIT**

22.1 The Consultant grants the City, or its designees, the right to audit, examine or inspect, at the City's election, all of the Consultant'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 the City. The Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Consultant'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 Consultant 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 the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

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

## **XXIII. AIRPORT SECURITY**

23.1 To the extent Consultant 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. Consultant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Aviation Director, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, Consultant must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City. Consultant 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.

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

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

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

#### **XXIV. 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.

#### **XXV. FAMILIARITY WITH LAW AND CONTRACT TERMS**

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

#### **XXVI. APPLICABLE LAW**

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

#### **XXVII. VENUE**

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

#### **XXVIII. SEVERABILITY**

In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable, and this Agreement shall be enforced as if such invalid, illegal, or unenforceable provision was not included in this Agreement.

## **XXIX. FORCE MAJEURE**

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

## **XXX. 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.

## **XXXI. NON-WAIVER OF PERFORMANCE**

31.1 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.

31.2 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.

## **XXXII. PARAGRAPH HEADINGS**

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

## **XXXIII. LEGAL AUTHORITY**

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

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

34.1 By execution of this Agreement, the undersigned authorized representative of Consultant

certifies, and the City relies thereon, that neither Consultant., nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department;

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

**XXXV. ENTIRE AGREEMENT**

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

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

**EXECUTED ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

ATTEST:

**CITY OF SAN ANTONIO, TEXAS**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Sheryl L. Sculley  
City Manager

APPROVED AS TO FORM:

**REYNOLDS SMITH AND HILLS, INC.**

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Federal Tax ID#: \_\_\_\_\_

## EXHIBIT 1

### SCOPE OF SERVICES

#### **Terminal A Renovations - Building Assessment, and Planning at the San Antonio International Airport**

Phase 1 • Assessment of Existing Facilities and Infrastructure

Phase 2 • Assessment Evaluation, Programming and Scope Estimating Services

#### **I. PROJECT SCOPE DEFINITION**

The areas of Terminal A subject to evaluation are:

The area comprising the current Terminal A building, its underground utilities infrastructure, and site area within 50 feet of the structure.

Modifications to the baggage handling system, curbside lanes, and parking are not anticipated.

Sitework - None included beyond 50 feet from structure in this scope of work.

Project Duration -Schedule duration is forty five (45) calendar days for Phase 1 and forty five (45) calendar days for Phase 2. The actual schedule may vary as the Project design progresses and the scope is further developed. Changes to the project schedule may require changes in the NE efforts and/or compensation and will be evaluated as they arrive.

Exclusions - Identifying, documenting, testing, or remediation of any hazardous materials is excluded.

#### **II. SERVICES SCOPE DEFINITION**

##### **Task A Phase 1 Assessment of Existing Facilities and Infrastructure**

Specific task breakdowns are as follows:

**Task A.1 Project Management** - Scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation.

**Task A.2 Gather and Review Existing Documents** - Review of City provided resource documents including Asset Inventory Needs Assessment & Implementation Plan Report, IT Modernization Plan, Airport Service Quality (ASQ) Survey, as-built drawings or electronic files including plans, sections, elevations, details of architecture, MEP, structural, signage, and civil utilities. The City will provide all available drawings (hardcopy and electronic format) and existing pertinent information at the Notice To Proceed (NTP). Review and evaluate current concessions agreements, concession mix of services, historical enplanement data, and forecast of growth. Design team to research the City of San Antonio Mission Verde Sustainability Code, Airport Standards and guidelines, Transportation Security Administration current and future requirements, and FAA requirements.

**Task A.3 Site/Building Conditions Survey** - Conduct an on-site survey of existing conditions including existing underground utilities to point of connection, site conditions within fifty (50) feet of structure, concrete (structural and flatwork), structural steel and fireproofing, HVAC, electrical (primary and emergency), lighting, plumbing and fixtures, building automation, fire protection, fire

alarm, data, telecommunications, and security systems, elevators, escalators, building envelope including roof, skylights, structural, glazing, waterproofing, exterior cladding, wall, floor, ceiling finishes, built-in millwork, installed artwork, signage, concessions (vendor) spaces, and architectural tie-in to Terminal B.

**Task A.4 Code Assessment** - Conduct a code review of the existing conditions of Terminal A and determine areas or systems that need to be brought up to current code requirements. Codes to be utilized include: 2009 International Building Code, 2009 International Existing Building Code with local amendments, 2009 International Mechanical code with local amendments, 2009 Plumbing Code and the 2009 International Fuel Gas Code with local amendments, 2009 International Fire Code with local amendments, 2009 International Energy Conservation Code with local amendments, 2008 National Electrical Code with local amendments: Electric barrier, Chapter 28 Signs and Billboards: Digital Sign Ordinance. Other standards to be reviewed include ADA (Americans with Disabilities Act), TAS (Texas Accessibility Standards), and NFPA (National Fire Protection Association), LEED, Energy Code Compliance, and Water Conservation Compliance.

**Task A.5 Documentation of Findings** - Produce a report to include narratives, drawings, photographs, basic square footage program, and flow diagrams for passengers, airline operations, material handling to document the findings of Tasks A.2, A.3 and A.4. A prioritized project recommendation list will be included in the report.

**Task A.6 Preparation of Base Building Plans and Building Modeling** - Utilizing City's existing AutoCADD files, compile and produce floor plans, building sections, elevations in electronic format (AutoCADD) only in sufficient detail to serve as exhibits for the Phase 1 report and the Phase 2 studies report.

**Task A.7 Preparation for City Reviews** - Preparation of exhibits and documents for (1) final review by the City.

**Task A.8 Meetings with City** - Periodic meetings (weekly) with City concerning: progress, look-ahead schedule, issues.

## **Task B Phase 2 Assessment Evaluation, Programming and Scope Estimating**

Performance of this Task will be based on the documents completed in Phase 1. Specific task breakdowns are as follows:

**Task B.1 Project Management of the Team** - Scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation.

**Task B.2 Organize Findings of Phase 1 CIP** - After City review and comment on the Phase 1 report potential, CIP elements will be extracted into discrete packages. Scoping and estimating of CIP element packages will then be performed.

**Task B.3 Programming of Terminal Spaces** - Validate sizing and capacity of major terminal areas including holdrooms, circulation, security screening, ticketing, concessions, baggage claim. Provide a comparison of existing square footage to current industry standards. Provide flow diagrams of passenger circulation, goods and services, and baggage handling systems to improve operational efficiency.

**Task B.4 Prepare Conceptual Studies, Cost Estimates, Phasing Plan, and Schedule of Proposed Improvements Preparation** - Prepare no more than (3) conceptual design scenarios, quantify and describe CIP Elements, prepare exhibits for workshops, review owner provided (Johnson Controls) energy savings report, prepare (3) conceptual cost estimates, and schedule. Develop passenger demand levels from 2011 to 2019 for security screening checkpoint; perform breakpoint analysis of current security checkpoint, and simulation modeling for near term addition/re-configuration. Analyze project delivery methods and make recommendations to the City for a phased implementation plan. Provide a life cycle cost comparison for MEP systems, constructability pros and cons.

**Task B.5 Preparation for Work Sessions/Charettes** - Prepare stakeholder meeting packages, prepare concept sketches/3D renderings.

**Task B.6 Major Stakeholder Work Sessions** - Conduct (2) visioning work sessions with City stakeholder groups, document meeting proceedings and results.

**Task B.7 Evaluate Feedback and Prepare Responses** - Evaluate stakeholder comments from (2) visioning sessions and (2) presentations to City, make changes to concepts, revise conceptual estimate and schedule.

**Task B.8 Major Presentations** - Conduct (2) presentations for City, prepare exhibits, document meeting proceedings.

**Task B.9 Final Reports and Deliverables** - Compile and format results, publish documents in electronic and printed formats.

### **III. TASK BREAKDOWN**

Consultant's Scope of Services under this Agreement is being provided in part by subconsultants performing tasks in support of the Services Scope Definitions set out above. Although a task may be identified herein as being performed by a particular subconsultant, Consultant is and remains wholly and exclusively responsible to the City for the completion of all tasks set out in this Scope of Services, to include those listed herein as being performed by a subconsultant.

The tasks below are services to be provided under this Scope of Services in support of the services set out in the Services Scope Definition above.

#### **Phase 1: Assessment of Existing Facilities and Infrastructure**

##### **Scope of Work:**

**Kell Munoz Architects, Inc. / Designer, Consulting Architect**

##### **Duties/Tasks by Phase:**

	<ol style="list-style-type: none"> <li>1. Gather and Review Existing Documents:             <ol style="list-style-type: none"> <li>a. Existing Terminal A, As-built Drawings, Architectural &amp; Structural Plans, Section Details</li> <li>b. Interior Drawings and Specification Information</li> <li>c. Mechanical, Electrical and Plumbing Distribution</li> </ol> </li> </ol>
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	<p>Drawings</p> <ul style="list-style-type: none"> <li>d. City of San Antonio – Mission Verde Sustainability Code</li> <li>e. Airport Standards &amp; Guidelines</li> <li>f. SAIA Concession Design Guidelines</li> </ul>
	<ul style="list-style-type: none"> <li>2. Site/Building Condition Survey: <ul style="list-style-type: none"> <li>a. Building Interiors Condition Assessment, Walls, Floor and Ceiling Finishes</li> <li>b. Aesthetic Tie-In Between Terminal ‘A’ and ‘B’</li> <li>c. Installed Artwork in Terminal A and the SAIA Art Program</li> <li>d. Built-In Furnishings – Ticket Counter, Planters, Dividers and Seating, Hold rooms, Podiums, etc.</li> <li>e. Expansion Joints, Material Transitions</li> <li>f. Lighting and Day lighting Levels, glare or under-lit conditions</li> <li>g. Passenger Convenience/Amenities and Spaces: water fountains, public phones, water features, children’s areas, etc.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>3. Code Assessment: <ul style="list-style-type: none"> <li>a. Sustainability of Interior finishes and features</li> <li>b. Sustainability of maintenance, cleaning practices of interior</li> <li>c. ADA Compliance of interiors/fixtures and furnishings</li> <li>d. Fire/Life Safety</li> <li>e. ADA Accessibility Compliance</li> <li>f. Energy Code Compliance</li> <li>g. Water Conservation Compliance</li> <li>h. LEED Analysis/Sustainability Analysis</li> <li>i. The consultant shall use the following codes for the assessment: <ul style="list-style-type: none"> <li>i. 2009 International Building Code with Local amendments</li> <li>ii. 2009 International Existing Building Code with local amendments</li> <li>iii. 2009 International Mechanical Code with local amendments</li> <li>iv. 2009 International Plumbing Code and the 2009 International Fuel Gas Code with local amendments</li> <li>v. 2009 International Fire Code with local amendments</li> <li>vi. 2009 International Energy Conservation Code with local amendments</li> <li>vii. 2008 National Electric Code with local amendments <ul style="list-style-type: none"> <li>- Electric Barrier</li> </ul> </li> <li>viii. Sustainable Building Code</li> <li>ix. Applicable NFPA, FAA and TSA required standards</li> </ul> </li> </ul> </li> </ul>

	x. Other airport industry and operational standards including SAIA specific requirements
	4. Documentation of Findings: a. Write (Architectural) Interior Findings, Report on Existing Conditions and Items Scoped Above
(Optional Services)	4.a Prepare a REVIT/BIM model of the Base Building Interior Floor plan (with walled spaces only)
	5. Presentations and Owner Reviews a. Preparation of exhibits, documents, etc. for presentations and progress reviews by owner
	6. Meetings with Owner a. Periodic meetings (weekly) with Owner and CIMS Concerning: Progress, look-ahead schedule, issues, etc. b. Owner reviews and presentations i. 2 Major reviews c. Response to Owner Comments

**CNG Engineering, PLLC / Mechanical, Plumbing & Fire Protection Engineering**

**Duties/Tasks by Phase:**

	1. Gather and Review Existing Documents: a. Existing Terminal A, As-built Drawings, Mechanical, Plumbing, and Fire Protection Plans and Details b. Mechanical, Plumbing, and Fire Protection Distribution Drawings c. City of San Antonio – Mission Verde Sustainability Code d. Airport Standards & Guidelines
Revised 4/13/11  Item 2a modified in scope to CNG: <ul style="list-style-type: none"> <li>• Fire Alarm System will be done by RS&amp;H</li> </ul>	2. Site/Building Condition Survey: a. Building Interiors Condition Assessment of Piping, Ducts, Thermostats, Air Handlers, CHW and HHW Piping, Sprinkler Piping, <del>Fire Alarm System</del> , Etc. b. Mechanical Equipment servicing Passenger Boarding Bridges, and Potable Water Cabinets c. Assess toilet room fixtures, valves, and other accessories d. Grease Trap and Roof Top Vent-hood Fans
	3. Code Assessment: a. Sustainability of Interior fixtures, equipment, and accessories of all related equipment b. Sustainability of maintenance, cleaning practices of interior fixtures, equipment, and accessories of all related equipment c. Building Codes d. The consultant shall use the following codes for the assessment: i. 2009 International Building Code with Local

	<ul style="list-style-type: none"> <li>amendments</li> <li>ii. 2009 International Existing Building Code with local amendments</li> <li>iii. 2009 International Mechanical Code with local amendments</li> <li>iv. 2009 International Plumbing Code and the 2009 International Fuel Gas Code with local amendments</li> <li>v. 2009 International Fire Code with local amendments</li> <li>vi. 2009 International Energy Conservation Code with local amendments</li> <li>vii. 2008 National Electric Code with local amendments <ul style="list-style-type: none"> <li>- Electric Barrier</li> </ul> </li> <li>viii. Sustainable Building Code</li> <li>ix. Applicable NFPA, FAA and TSA required standards</li> <li>e. Other airport industry and operational standards including SAIA specific requirements</li> </ul>
	<ul style="list-style-type: none"> <li>4. Documentation of Findings: <ul style="list-style-type: none"> <li>a. Document Findings and produce reports on existing conditions items scoped above</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>5. Presentations and Owner Reviews <ul style="list-style-type: none"> <li>a. Preparation of exhibits, documents, etc. for presentations and progress reviews by owner</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>6. Meetings with Owner <ul style="list-style-type: none"> <li>a. Periodic meetings (weekly) with Owner and CIMS Concerning: Progress, look-ahead schedule, issues, etc.</li> <li>b. Owner reviews and presentations <ul style="list-style-type: none"> <li>i. 2 Major reviews</li> </ul> </li> </ul> </li> <li>7. Respond to Owner Comments</li> </ul>

**Goetting & Associates, Inc. / Electrical Engineering**

**Duties/Tasks by Phase:**

	<ul style="list-style-type: none"> <li>1. Gather and Review Existing Documents: <ul style="list-style-type: none"> <li>a. Existing Terminal A, As-built Drawings, Electrical Service, Distribution, and Lighting</li> <li>b. Electrical Specification Information</li> <li>c. City of San Antonio – Mission Verde Sustainability Code</li> <li>d. Airport Standards &amp; Guidelines</li> </ul> </li> </ul>
<p>Revised 4/13/11</p> <p>Item 2f and 2g deleted fee and scope from Goetting .</p> <ul style="list-style-type: none"> <li>• Item 2f deemed too detailed for required report.</li> </ul>	<ul style="list-style-type: none"> <li>2. Site/Building Condition Survey: <ul style="list-style-type: none"> <li>a. Survey Building Electrical Service and Electrical Switch Gear</li> <li>b. Distribution and Breaker Panels</li> <li>c. Interior and Exterior Lighting</li> <li>d. Emergency Electrical Back-up Systems</li> <li>e. 400 Hz Power at Aircraft Gates</li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>Item 2g to be done by RS&amp;H</li> </ul>	<del>f. Branch and Feeder Conduit and Conductor Condition</del> <del>g. Escalator, Elevator, Moving Walkways, etc.</del>
<p>Revised 4/13/11</p> <ul style="list-style-type: none"> <li>Item 3a – clarified</li> <li>Item 3c, 3e.iii – iv: N.A. for Electrical Scope</li> </ul>	<ol style="list-style-type: none"> <li>Code Assessment: <ol style="list-style-type: none"> <li>Fire/Life Safety – Fire Alarm System (only)</li> <li>Energy Code Compliance</li> <li><del>Water Conservation Compliance</del></li> <li>Building Codes</li> <li>The consultant shall use the following codes for the assessment: <ol style="list-style-type: none"> <li>2009 International Building Code with Local amendments</li> <li>2009 International Existing Building Code with local amendments</li> <li><del>2009 International Mechanical Code with local amendments</del></li> <li><del>2009 International Plumbing Code and the 2009 International Fuel Gas Code with local amendments</del></li> <li>2009 International Fire Code with local amendments</li> <li>2009 International Energy Conservation Code with local amendments</li> <li>2008 National Electric Code with local amendments <ul style="list-style-type: none"> <li>Electric Barrier</li> </ul> </li> <li>Sustainable Building Code</li> <li>Applicable NFPA, FAA and TSA required standards</li> <li>Other airport industry and operational standards including SAIA specific requirements</li> </ol> </li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>Electrical Assessment <ol style="list-style-type: none"> <li>Evaluate the Building’s current and predicted electrical use and capacity through analyzing key electrical systems and components</li> <li>Make recommendations and create an electrical system replacement schedule for identified electrical systems and components</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>Documentation of Findings: <ol style="list-style-type: none"> <li>Write Electrical Findings, Report on Existing Conditions and Items Scoped Above</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>Presentations and Owner Reviews <ol style="list-style-type: none"> <li>Preparation of exhibits, documents, etc. for presentations and progress reviews by owner</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>Meetings with Owner <ol style="list-style-type: none"> <li>Periodic meetings (weekly) with and Prime Consultant, Owner, and CIMS Concerning: Progress, look-ahead schedule, issues, etc.</li> <li>Owner reviews and presentations <ol style="list-style-type: none"> <li>2 Major reviews</li> </ol> </li> <li>Response to Owner Comments</li> </ol> </li> </ol>

Note: (Revised 11/14/11)

Goetting will require the assistance of an Electrical Contractor (Provided by the Owner) to assist in opening distribution panels and performing metering of power consumption throughout the terminal.

The cost of this is not included in this proposal / scope of work.

**Foster CM Group, Inc. / Project Scheduling**

**Duties/Tasks by Phase:**

	<ol style="list-style-type: none"> <li>1. Site/Building Condition Survey:             <ol style="list-style-type: none"> <li>a. Assist consultants performing Building surveys and inspections by providing information on existing building conditions and locations of As Built Drawings</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>2. Presentations and Owner Reviews             <ol style="list-style-type: none"> <li>a. Assist consultants performing Building surveys by providing information to aid in preparing exhibits, documents, etc. for presentations and progress reviews with the Owner</li> </ol> </li> </ol>

**Gonzalez-De La Garza & Associates, Inc. / Site Utilities**

**Duties/Tasks by Phase:**

	<ol style="list-style-type: none"> <li>1. Gather and Review Existing Documents:             <ol style="list-style-type: none"> <li>a. Existing Terminal A, As-built Drawings, Architectural , M.E.P, Site Utilities, Sections, Elevations &amp; Details</li> <li>b. Site Utilites, Specification and Load Calculation Information</li> <li>c. Mechanical, Electrical and Plumbing Distribution Drawings of Terminal A</li> <li>d. Drawings and Terminal information for the Central Plant, Primary Electrical Service, Gas, Water &amp; Wastewater Systems, CHW and HHW Supply Piping</li> <li>e. Portable Water Supply at Aircraft Gates</li> <li>f. City of San Antonio – Mission Verde Sustainability Code</li> <li>g. Airport Standards &amp; Guidelines</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>2. Site/Building Condition Survey:             <ol style="list-style-type: none"> <li>a. Site Utility Systems Supplying Terminal A:                 <ol style="list-style-type: none"> <li>i. Domestic Water</li> <li>ii. Sanitary Sewer</li> <li>iii. Storm Water</li> <li>iv. Chilled Water/Hot Water</li> <li>v. Electrical</li> <li>vi. Gas</li> <li>vii. Fire Protection</li> </ol> </li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>3. Code Assessment:             <ol style="list-style-type: none"> <li>a. Fire/Life Safety</li> <li>b. Energy Code Compliance</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>c. Water Conservation Compliance</li> <li>d. Building Codes</li> <li>e. The consultant shall use the following codes for the assessment: <ul style="list-style-type: none"> <li>i. 2009 International Building Code with Local amendments</li> <li>ii. 2009 International Existing Building Code with local amendments</li> <li>iii. 2009 International Mechanical Code with local amendments</li> <li>iv. 2009 International Plumbing Code and the 2009 International Fuel Gas Code with local amendments</li> <li>v. 2009 International Fire Code with local amendments</li> <li>vi. 2009 International Energy Conservation Code with local amendments</li> <li>vii. 2008 National Electric Code with local amendments <ul style="list-style-type: none"> <li>- Electric Barrier</li> </ul> </li> <li>viii. Sustainable Building Code</li> <li>ix. Applicable NFPA, FAA and TSA required standards</li> <li>x. Other airport industry and operational standards including SAIA specific requirements</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>4. Documentation of Findings: <ul style="list-style-type: none"> <li>a. Write Findings, Report on Existing Conditions and Items Scoped Above</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>5. Presentations and Owner Reviews <ul style="list-style-type: none"> <li>a. Preparation of exhibits, documents, etc. for presentations and progress reviews by owner</li> <li>b. Set Plans to RS&amp;H Sheet Format</li> </ul> </li> </ul>

**Cost Estimate Resources, LLC / Cost Estimating**

**Duties/Tasks by Phase:**

	<ul style="list-style-type: none"> <li>1. Presentations and Owner Reviews <ul style="list-style-type: none"> <li>a. Familiarize and review exhibits, documents, etc. for presentations and progress reviews by owner in preparation for Cost Estimating to follow.</li> </ul> </li> </ul>
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**RLS Consulting / Programming, Workshops**

**Duties/Tasks by Phase:**

	<ul style="list-style-type: none"> <li>1. Presentations and Owner Reviews <ul style="list-style-type: none"> <li>a. Familiarize and review exhibits, documents, etc. for presentations and progress reviews by owner in preparation for Workshops/Charettes with Stakeholders</li> </ul> </li> </ul>
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**Unison Consulting, Inc. / Concession Planning**

**Duties/Tasks by Phase:**

	<ol style="list-style-type: none"> <li>1. Gather and Review Existing Documents:             <ol style="list-style-type: none"> <li>a. Existing Terminal A, As-built Drawings of Architectural and Concession/Vendor Stores</li> <li>b. Retail/food and beverage concession agreements, and leases</li> <li>c. Historical enplanement data and forecast of growth trends</li> <li>d. Review and evaluate concession mix of services, branding and relative quality of service and offerings to the traveling public</li> <li>e. Review concession revenue projections and historical revenue data</li> <li>f. City of San Antonio – Mission Verde Sustainability Code</li> <li>g. Airport Standards &amp; Guidelines</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>2. Documentation of Findings:             <ol style="list-style-type: none"> <li>a. Write (Architectural) Interior Findings, Report on Existing Conditions and Items Scoped Above</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>3. Presentations and Owner Reviews             <ol style="list-style-type: none"> <li>a. Preparation of exhibits, documents, etc. for presentations and progress reviews by owner</li> </ol> </li> </ol>

**TransSolutions, Inc. / Program Modeling**

**Duties/Tasks by Phase:**

<p>Revised 4/13/11: Per new scope from TransSolutions Items 1a,1d, 1e not required to complete these tasks</p>	<ol style="list-style-type: none"> <li>1. Gather and Review Existing Documents:             <ol style="list-style-type: none"> <li>a. <del>Existing Terminal A, As-built Drawings, and Architectural Plans</del></li> <li>b. Passenger enplanement data and forecasts of growth over the past 5 years through 2019</li> <li>c. Data on TSA Processing Rates for the Passenger Security Screening Checkpoints</li> <li>d. <del>City of San Antonio – Mission Verde Sustainability Code</del></li> <li>e. <del>Airport Standards &amp; Guidelines</del></li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>2. Documentation of Findings:             <ol style="list-style-type: none"> <li>a. Write (Architectural) Interior Findings, Report on Existing Conditions and Items Scoped Above</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>3. Presentations and Owner Reviews             <ol style="list-style-type: none"> <li>a. Preparation of exhibits, documents, etc. for presentations and progress reviews by owner</li> </ol> </li> </ol>

Phase 2: Assessment Evaluation, Programming and Scope Estimating

**Kell Munoz Architects, Inc. / Designer, Consulting Architect**

**Duties/Tasks by Phase:**

	<ol style="list-style-type: none"> <li>1. Organizing Documented Findings from Phase 1             <ol style="list-style-type: none"> <li>a. Extracting potential CIP elements into discrete packages</li> <li>b. Scoping and Estimating of CIP element packages</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>2. Prepare conceptual studies of proposed improvements             <ol style="list-style-type: none"> <li>a. Prepare conceptual design studies, sketches, and plans of proposed improvements options for interior and artwork</li> <li>b. Quantify and describe CIP elements with narratives, life cycle cost comparisons, material descriptions, constructability pros and cons, etc.</li> <li>c. Prepare exhibits for presentations at workshops</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>3. Preparation for Work Sessions/Charettes             <ol style="list-style-type: none"> <li>a. Assist with Preparation of stakeholder meeting packages                 <ol style="list-style-type: none"> <li>i. Venue presentation exhibits</li> <li>ii. Collateral Materials</li> </ol> </li> <li>b. Prepare concept sketches, graphics, etc.</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>4. Major Stakeholders Work Sessions             <ol style="list-style-type: none"> <li>a. Assist with facilitation of charette work sessions</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>5. Evaluate Feedback and Prepare Responses             <ol style="list-style-type: none"> <li>a. Evaluate stakeholder comments, and prepare written responses.</li> <li>b. Make changes and modifications to drawings concepts and plans</li> <li>c. Add additional information as needed</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>6. Major Presentations             <ol style="list-style-type: none"> <li>a. Assist with the preparation of exhibits from workshop feedback and creative sessions in large-scale printed format</li> <li>b. Assist with 3D models, renderings, charts, and matrices of results of Stakeholder meetings and feedback</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>7. Final Reports and Deliverables             <ol style="list-style-type: none"> <li>a. Compile and format results into draft and final reports</li> <li>b. Edit and format graphics and models to fit reports</li> <li>c. Write additional report narratives and matrices of findings to complete reports</li> <li>d. Submit information to publish documents in electronic and printed format</li> </ol> </li> </ol>

**CNG Engineering, PLLC / Mechanical, Plumbing & Fire Protection Engineering**

**Duties/Tasks by Phase:**

	<ol style="list-style-type: none"> <li>1. Organizing Documented Findings from Phase 1             <ol style="list-style-type: none"> <li>a. Extracting potential CIP elements into discrete packages</li> </ol> </li> </ol>
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	<ul style="list-style-type: none"> <li>b. Scoping and Estimating of CIP element packages</li> </ul>
	<ul style="list-style-type: none"> <li>2. Prepare conceptual studies of proposed improvements <ul style="list-style-type: none"> <li>a. Prepare conceptual design studies, sketches, and plans of proposed improvement options</li> <li>b. Quantify and describe CIP elements with narratives, life cycle cost comparisons, material descriptions, constructability pros and cons, etc.</li> <li>c. Prepare exhibits for presentations at workshops</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>3. Preparation for Work Sessions/Charettes <ul style="list-style-type: none"> <li>a. Assist with Preparation of stakeholder meeting packages <ul style="list-style-type: none"> <li>iii. Venue presentation exhibits</li> <li>iv. Collateral Materials</li> </ul> </li> <li>b. Prepare concept sketches, graphics, etc.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>4. Major Stakeholders Work Sessions <ul style="list-style-type: none"> <li>a. Assist with facilitation of charette work sessions</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>5. Evaluate Feedback and Prepare Responses <ul style="list-style-type: none"> <li>a. Evaluate stakeholder comments, and prepare written responses.</li> <li>b. Make changes and modifications to drawings concepts and plans</li> <li>c. Add additional information as needed</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>6. Major Presentations <ul style="list-style-type: none"> <li>a. Assist with the preparation of exhibits from workshop feedback and creative sessions in large-scale printed format</li> <li>b. Assist with 3D models, renderings, charts, and matrices from results of Stakeholder meetings and feedback</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>7. Final Reports and Deliverables <ul style="list-style-type: none"> <li>a. Compile and format results into draft and final reports</li> <li>b. Edit and format graphics and models to fit reports</li> <li>c. Write additional report narratives and matrices of findings to complete reports</li> <li>d. Submit information to publish documents in electronic and printed format</li> </ul> </li> </ul>

**Goetting & Associates, Inc. / Electrical Engineering**

**Duties/Tasks by Phase:**

	<ul style="list-style-type: none"> <li>1. Organizing Documented Findings from Phase 1 <ul style="list-style-type: none"> <li>a. Extracting potential CIP elements into discrete packages</li> <li>b. Scoping and Estimating of CIP element packages</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>2. Prepare conceptual studies of proposed improvements <ul style="list-style-type: none"> <li>a. Prepare conceptual design studies, calculations, plans and recommendations of proposed electrical improvements</li> <li>b. Quantify and describe electrical improvements with narratives, life cycle cost comparisons, material descriptions, constructability pros and cons, etc.</li> <li>c. Prepare exhibits for presentations at workshops</li> </ul> </li> </ul>

	<ol style="list-style-type: none"> <li>3. Preparation for Work Sessions/Charettes <ol style="list-style-type: none"> <li>a. Assist with Preparation of stakeholder meeting packages <ol style="list-style-type: none"> <li>v. Venue presentation exhibits</li> <li>vi. Collateral Materials</li> </ol> </li> <li>b. Prepare concept sketches, graphics, etc.</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>4. Major Stakeholders Work Sessions <ol style="list-style-type: none"> <li>a. Assist with facilitation of charette work sessions</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>5. Evaluate Feedback and Prepare Responses <ol style="list-style-type: none"> <li>a. Evaluate stakeholder comments, and prepare written responses.</li> <li>b. Make changes and modifications to drawings, concepts, recommendations, and plans</li> <li>c. Add additional information as needed</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>6. Major Presentations <ol style="list-style-type: none"> <li>a. Assist with the preparation of exhibits from workshop feedback and creative sessions in large-scale printed format</li> <li>b. Assist with creating charts, matrices, and other exhibits out of the results of Stakeholder meetings</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>7. Final Reports and Deliverables <ol style="list-style-type: none"> <li>a. Compile and format results into draft and final reports</li> <li>b. Edit and format graphics and models to fit reports</li> <li>c. Write additional report narratives and matrices of findings to complete reports</li> <li>d. Submit information to publish documents in electronic and printed format</li> </ol> </li> </ol>

**Foster CM Group, Inc. / Project Scheduling**

**Duties/Tasks by Phase:**

	<ol style="list-style-type: none"> <li>1. Organizing Documented Findings from Phase 1 <ol style="list-style-type: none"> <li>a. Extract potential CIP elements into discrete packages</li> <li>b. Scoping and Scheduling of CIP element packages</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>2. Prepare Conceptual studies of proposed improvements: <ol style="list-style-type: none"> <li>a. Review conceptual design studies, sketches, and plans of proposed improvements options</li> <li>b. Prepare Conceptual schedules to implement the various CIP elements</li> <li>c. Recommend Project Delivery methods/options for the CIP elements</li> <li>d. Prepare exhibits for presentations at workshops</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>3. Preparation for Work Sessions/Charettes <ol style="list-style-type: none"> <li>a. Assist with Preparation of stakeholder meeting packages <ol style="list-style-type: none"> <li>vii. Venue presentation exhibits</li> <li>viii. Collateral Materials</li> </ol> </li> <li>b. Prepare schedules, graphics, etc.</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>4. Major Stakeholders Work Sessions <ol style="list-style-type: none"> <li>a. Assist with facilitation of charette work sessions</li> </ol> </li> </ol>

	<p>5. Evaluate Feedback and Prepare Responses</p> <ul style="list-style-type: none"> <li>a. Evaluate stakeholder comments, and prepare written responses.</li> <li>b. Make changes and modifications to drawings concepts and plans</li> <li>c. Add additional information as needed</li> </ul>
	<p>6. Major Presentations</p> <ul style="list-style-type: none"> <li>a. Assist with the preparation of exhibits from workshop feedback and creative sessions in large-scale printed format</li> <li>b. Assist with 3D models, renderings, charts, and matrices of results of Stakeholder meetings and feedback</li> </ul>
	<p>7. Final Reports and Deliverables</p> <ul style="list-style-type: none"> <li>a. Compile and format scheduling results into draft and final reports</li> <li>b. Edit and format graphics and models to fit reports</li> <li>c. Write additional report narratives and matrices of findings to complete reports</li> <li>d. Submit information to publish documents in electronic and printed format</li> </ul>

**Gonzalez-De La Garza & Associates, Inc. / Site Utilities**

**Duties/Tasks by Phase:**

	<p>1. Organizing Documented Findings from Phase 1</p> <ul style="list-style-type: none"> <li>a. Extracting potential CIP elements into discrete packages</li> <li>b. Scoping and Estimating of CIP element packages</li> </ul>
	<p>2. Programming of Site Utilities</p> <ul style="list-style-type: none"> <li>a. Validate sizing and capacity of site utilities: <ul style="list-style-type: none"> <li>i. Domestic Water</li> <li>ii. Sanitary Sewer</li> <li>iii. Storm Water</li> <li>iv. Chilled Water/Hot Water</li> <li>v. Electrical</li> <li>vi. Gas</li> <li>vii. Fire Protection</li> </ul> </li> <li>b. Prepare flow diagrams of utility circulation</li> <li>c. Highlight areas of conflict or constraints in the flow diagrams</li> </ul>
	<p>3. Prepare conceptual studies of proposed improvements</p> <ul style="list-style-type: none"> <li>a. Prepare conceptual design studies, and plans of proposed improvement options.</li> <li>b. Quantify and describe CIP elements with narratives, life cycle cost comparisons, material descriptions, constructability pros and cons, etc.</li> <li>c. Prepare exhibits for presentations at workshops</li> </ul>
	<p>4. Preparation for Work Sessions/Charettes</p> <ul style="list-style-type: none"> <li>a. Prepare stakeholder meeting packages</li> </ul>

	<p>5. Major Stakeholder Work Sessions</p> <ul style="list-style-type: none"> <li>a. Participate in the charette work sessions</li> <li>b. Edit minutes, findings, and results of sessions</li> </ul>
	<p>6. Evaluate Feedback and Prepare Responses</p> <ul style="list-style-type: none"> <li>a. Evaluate stakeholder comments, and prepare written responses.</li> <li>b. Make changes and modifications to drawings concepts and plans</li> <li>c. Add additional information as needed</li> </ul>
	<p>7. Major Presentations</p> <ul style="list-style-type: none"> <li>a. Assist with the preparation of exhibits from workshop feedback and creative sessions in large-scale printed format</li> <li>b. Assist with the preparation of meeting handout material</li> <li>c. Distribute in electronic and printed format</li> </ul>
	<p>8. Final Reports and Deliverables</p> <ul style="list-style-type: none"> <li>a. Compile and format results into draft and final reports</li> <li>b. Edit and format graphics to fit reports</li> <li>c. Write additional report narratives and matrices of findings to complete reports</li> <li>d. Submit information to publish documents in electronic and printed format</li> </ul>

**Cost Estimate Resources, LLC / Cost Estimating**

**Duties/Tasks by Phase:**

	<p>1. Provide input into Organizing Documented Findings from Phase 1</p> <ul style="list-style-type: none"> <li>a. Extracting potential CIP elements into discrete packages</li> <li>b. Scoping and Estimating of CIP element packages</li> </ul>
	<p>2. Prepare conceptual estimates of proposed improvements</p> <ul style="list-style-type: none"> <li>a. Review conceptual design studies, sketches, and plans of proposed improvements options</li> <li>b. Quantify and describe CIP elements with narratives, life cycle cost comparisons, Preliminary cost estimates, material descriptions, constructability pros and cons, etc.</li> <li>c. Prepare exhibits for presentations at workshops</li> </ul>
	<p>3. Preparation for Work Sessions/Charettes</p> <ul style="list-style-type: none"> <li>a. Assist with Preparation of stakeholder meeting packages <ul style="list-style-type: none"> <li>i. Venue presentation exhibits</li> <li>ii. Collateral Materials</li> </ul> </li> <li>b. Prepare concept sketches, graphics, etc.</li> </ul>
	<p>4. Major Stakeholders Work Sessions</p> <ul style="list-style-type: none"> <li>a. Participate in and Provide Clarification of Preliminary Cost Data, Participate in charette work sessions</li> </ul>
	<p>5. Evaluate Feedback and Prepare Responses</p> <ul style="list-style-type: none"> <li>a. Evaluate stakeholder comments, and prepare written responses</li> </ul>

	<ul style="list-style-type: none"> <li>b. Evaluate Cost impact of changes and modifications to drawings concepts and plans</li> <li>c. Evaluate cost impacts of alternate project delivery methods, and of multiple bid packages</li> <li>d. Add additional information as needed</li> </ul>
	<p>6. Major Presentations</p> <ul style="list-style-type: none"> <li>a. Assist with the preparation of exhibits from workshop feedback and creative sessions in large-scale printed format</li> <li>b. Assist with charts, and matrices of results of Stakeholder meetings and feedback</li> </ul>
	<p>7. Final Reports and Deliverables</p> <ul style="list-style-type: none"> <li>a. Compile and format results into draft and final reports</li> <li>b. Edit and format cost data to fit reports</li> <li>c. Write additional report narratives and matrices of findings to complete reports</li> <li>d. Submit information to publish documents in electronic and printed format</li> </ul>

### RLS Consulting / Programming, Workshops

#### Duties/Tasks by Phase:

	<ul style="list-style-type: none"> <li>1. Assist with organizing documented Findings from Phase 1 <ul style="list-style-type: none"> <li>a. Extracting potential CIP elements into discrete packages</li> <li>b. Scoping and Estimating of CIP element packages</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>2. Assist with the Programming of Terminal Spaces <ul style="list-style-type: none"> <li>a. Validate sizing and capacity of major terminal areas: <ul style="list-style-type: none"> <li>i. Holdrooms</li> <li>ii. Circulation</li> <li>iii. Security Screening Checkpoint areas</li> <li>iv. Ticketing</li> <li>v. Concessions</li> <li>vi. Bag Claim</li> <li>vii. Etc.</li> </ul> </li> <li>b. Prepare flow diagrams of passenger circulation, goods and services, baggage handling, etc.</li> <li>c. Highlight areas of conflict or constraints in the flow diagrams</li> <li>d. Assist with the integration of concessions (Unison) and Simulation/Modeling (TransSolutions) consultants and their tasks</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>3. Review conceptual studies of proposed improvements <ul style="list-style-type: none"> <li>a. Review and Evaluate conceptual design studies, sketches, and plans of proposed improvement options.</li> <li>b. Evaluate and Analyze CIP elements, narratives, life cycle cost comparisons, material descriptions, constructability pros and cons, etc.</li> <li>c. Assist with preparing exhibits for presentations at workshops</li> </ul> </li> </ul>

	<ol style="list-style-type: none"> <li>4. Preparation for Work Sessions/Charettes <ol style="list-style-type: none"> <li>a. Assist with preparing stakeholder meeting packages</li> <li>b. Assist with preparing survey matrices for meeting and evaluation criteria</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>5. Major Stakeholder Work Sessions <ol style="list-style-type: none"> <li>a. Assist with Facilitating and moderating the charette work sessions</li> <li>b. Document meeting proceedings and results</li> <li>c. Prepare minutes, findings, and results of sessions</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>6. Evaluate Feedback and Prepare Responses <ol style="list-style-type: none"> <li>a. Evaluate stakeholder comments, and prepare written responses.</li> <li>b. Review and Evaluate changes and modifications to drawing concepts and plans</li> <li>c. Add additional information as needed</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>7. Major Presentations <ol style="list-style-type: none"> <li>a. Review and Evaluate exhibits from workshop feedback and creative sessions in large-scale printed format</li> <li>b. Review and Evaluate 3D models, renderings, charts, and matrices of results of Stakeholder meetings and feedback</li> <li>c. Document meeting proceedings and results of presentations</li> <li>d. Distribute in electronic and printed format</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>8. Final Reports and Deliverables <ol style="list-style-type: none"> <li>a. Assist with the compiling and formatting results into draft and final reports</li> <li>b. Edit and format graphics and models to fit reports</li> <li>c. Write additional report narratives develop charts and matrices of findings to complete reports</li> <li>d. Review and edit published documents in electronic and printed format</li> </ol> </li> </ol>

**Unison Consulting, Inc. / Concession Planning**

**Duties/Tasks by Phase:**

	<ol style="list-style-type: none"> <li>1. Organizing documented Findings from Phase 1 <ol style="list-style-type: none"> <li>a. Extracting potential CIP elements into discrete packages</li> <li>b. Scoping and Estimating of CIP element packages</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>2. Programming of Terminal Spaces <ol style="list-style-type: none"> <li>a. Validate sizing and capacity of major terminal concessions areas</li> <li>b. Evaluate concession locations and opportunities for new/expanded concession offerings</li> <li>c. Evaluate concession support spaces and circulation for delivery of goods and removal of waste</li> <li>d. Provide schematic flow diagrams of movement of goods and services to the retail locations</li> <li>e. Highlight areas of conflict or constraints in the flow</li> </ol> </li> </ol>

	diagrams
	<ol style="list-style-type: none"> <li>3. Preparation for Work Sessions/Charettes <ol style="list-style-type: none"> <li>a. Assist with stakeholder meeting packages</li> <li>b. Assist with preparing of survey matrices for meeting and evaluation criteria</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>4. Evaluate Feedback and Prepare Responses <ol style="list-style-type: none"> <li>a. Evaluate stakeholder comments, and prepare written responses.</li> <li>b. Make changes and modifications to concessions report and plans</li> <li>c. Add additional information as needed</li> <li>d. Distribute in electronic and printed format</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>5. Final Reports and Deliverables <ol style="list-style-type: none"> <li>a. Compile and format results into draft and final reports</li> <li>b. Edit and format graphics and models to fit reports</li> <li>c. Write additional report narratives develop charts and matrices of findings to complete reports</li> <li>d. Publish documents in electronic and printed format</li> </ol> </li> </ol>

**TransSolutions, LLC / Program Modeling**

**Duties/Tasks by Phase:**

	<ol style="list-style-type: none"> <li>1. Organizing documented Findings from Phase 1 <ol style="list-style-type: none"> <li>a. Extracting potential CIP elements into discrete packages</li> <li>b. Scoping and Estimating of CIP element packages</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>2. Programming of Terminal Security Screening Checkpoint Spaces <ol style="list-style-type: none"> <li>a. Develop passenger demand levels from 2011 to 2019 for the Security Screening Checkpoint</li> <li>b. Identify the performance of current security screening checkpoint lanes</li> <li>c. Perform a breakpoint analysis of the current security screening checkpoint</li> <li>d. Perform simulation modeling on new near term addition/re-configuration of the security screening checkpoint</li> <li>e. Produce a findings report document with animated simulation modeling results</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>3. Preparation for Work Sessions/Charettes <ol style="list-style-type: none"> <li>a. Assist with stakeholder meeting packages</li> <li>b. Prepare survey matrices for meeting and evaluation criteria</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>4. Major Stakeholder Work Sessions <ol style="list-style-type: none"> <li>a. Participate in the charette work sessions</li> <li>b. Document meeting proceedings and results</li> <li>c. Prepare minutes, findings, and results</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>5. Evaluate Feedback and Prepare Responses <ol style="list-style-type: none"> <li>a. Evaluate stakeholder comments, and prepare written</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>responses.</li> <li>b. Make changes and modifications to required reports and plans</li> <li>c. Add additional information as needed</li> </ul>
<p>Revised 4/13/11: Per new scope from TransSolu tions Item 6 is deleted</p>	<ul style="list-style-type: none"> <li><del>6. Major Presentations</del> <ul style="list-style-type: none"> <li><del>a. Prepare exhibits from workshop feedback and creative sessions</del></li> <li><del>b. Prepare meeting handout material</del></li> <li><del>c. Document meeting proceedings and results of presentations</del></li> <li><del>d. Distribute in electronic and printed format</del></li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>7. Final Reports and Deliverables <ul style="list-style-type: none"> <li>a. Compile and format results into draft and final reports</li> <li>b. Edit and format graphics and models to fit reports</li> <li>c. Write additional report narratives develop charts and matrices of findings to complete reports</li> <li>d. Publish documents in electronic and printed format</li> <li>e. Publish the simulation results in a DVD and deliver with the final report</li> </ul> </li> </ul>

**EXHIBIT 2  
FEE BREAKDOWN**

	Reynolds, Smith & Hills, Inc.	CNG Engineering, PLLC	Cost Estimating Resources, LLC	Foster CM Group, Inc.	Goetting & Associates, Inc.	Gonzalez- De La Garza & Associates, LLC	Kell Munoz Architects, Inc.	RLS Consulting	Trans Solutions, LLC	Unison Consulting Inc.	
PHASE	(RS&H)	(CNG)	(CER)	(FCM)	(TTG)	(GDLG)	(KM)	(RLS)	(TS)	(UCG)	TOTALS
<b>PHASE 1 SERVICES - ASSESSMENT OF EXISTING FACILITIES</b>											
Labor:	\$128,386	\$77,670	\$10,971	\$29,318	\$57,068	\$19,469	\$19,187	\$0	\$18,747	\$11,021	\$371,836
Expenses:	\$52,528	\$1,706	\$100	\$250	\$0	\$100	\$0	\$0	\$3,552	\$2,264	\$60,500
Subtotal:	\$180,914	\$79,376	\$11,071	\$29,568	\$57,068	\$19,569	\$19,187	\$0	\$22,299	\$13,285	\$432,336
<b>PHASE 2 SERVICES - EVALUATION, PROGRAMMING AND ESTIMATING</b>											
Labor:	\$189,560	\$85,168	\$28,829	\$20,444	\$37,084	\$38,286	\$79,081	\$19,958	\$22,075	\$24,447	\$544,933
Expenses:	\$40,528	\$575	\$100	\$0	\$0	\$100	\$0	\$2,376	\$2,064	\$2,264	\$48,007
Subtotal:	\$230,088	\$85,743	\$28,929	\$20,444	\$37,084	\$38,386	\$79,081	\$22,334	\$24,139	\$26,711	\$592,940
<b>TOTAL: PHASE 1 &amp; PHASE 2:</b>	\$411,002	\$165,119	\$40,000	\$50,013	\$94,152	\$57,955	\$98,268	\$22,334	\$46,438	\$39,995	\$1,025,276

The Director shall have the ability to reallocate funds between Phase 1 and Phase 2 and between service tasks set out in the Scope of Services administratively, without approval of the City Council, so long as such reallocation does not significantly change the Scope of Services or increase the total not to exceed contract amount.