KRH
1/31/13
Item No. 7

AN ORDINANCE 2013-01-31-0065

AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $5,191,606.00 FOR PLANNING AND DESIGN SERVICES FOR AIRFIELD PROJECTS AT THE SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * * *

WHEREAS, this agreement will provide planning and design services through the bidding phase of various airfield projects at San Antonio International Airport to include Runway 12R rehabilitation, terminal area taxiways which includes the development of a Surface Movement Guidance Control System (SMGCS) Plan; and Taxiway E reconstruction; and

WHEREAS, these projects may be eligible for Federal Aviation Administration (FAA) Airport Improvement Program grant funding at 75% of eligible projects costs with a 25% local matching share; and

WHEREAS, the City released a Request for Qualifications in September 2012 and received seven responses which were evaluated by representatives from the City Manager's Office, the City's Aviation Department, and Austin's Bergstrom Airport's Aviation Department; two firms were selected for interviews and Kimley-Horn and Associates, Inc. was selected as the most qualified firm to perform the planning and design services for airfield projects; and

WHEREAS, it is necessary to authorize the execution a Professional Services Agreement in an amount not to exceed $5,191,606.00 with Kimley-Horn and Associates, Inc. for these services; **Now Therefore,**

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

SECTION 1. The City Manager, or her designee, is authorized to execute a Professional Services Agreements with Kimley-Horn and Associates, Inc. in an amount not to exceed $5,191,606.00 for planning and design services for airfield projects at San Antonio International Airport, a copy of which is set out in **Exhibit 1**.

SECTION 2. The amount of $6,275,000.00 is appropriated and is authorized to be transferred per the table below.

Amount	WBS Element	Internal Order	General Ledger	Fund
376,500.00	AV-00018-01-XX-XX		6102100	51005003
225,000.00		39000000XXXX	6102100	26058330XX
114,500.00		39000000XXXX	6102100	26058330XX
100,000.00		39000000XXXX	6102100	26058330XX
2,177,110.00	AV-00006-01-02-XX		6102100	51013000
239,394.00	AV-00002-01-XX-XX		6102100	51007000

838,402.00	AV-00018-01-XX-XX		6102100	51005003
136,634.00		39000000XXXX	6102100	26058330XX
496,251.00		39000000XXXX	6102100	26058330XX
112,329.00		39000000XXXX	6102100	26058330XX
963,880.00		39000000XXXX	6102100	26058330XX
495,000.00	AV-00006-01-02-XX		6102100	51013000
Total Amt $6,275,000.00				

SECTION 3. The budget shall be revised by increasing the WBS elements in the amount of $6,275,000.00 per the table below.

Amount	WBS Element	General Ledger	Fund
376,500.00	33-00178-90-XX	6101100	51099000
225,000.00	33-00178-90-XX	6101100	51099000
114,500.00	33-00178-90-XX	6101100	51099000
100,000.00	33-00178-90-XX	6101100	51099000
2,177,110.00	33-00193-90-XX	6101100	51099000
239,394.00	33-00193-90-XX	6101100	51099000
838,402.00	33-00193-90-XX	6101100	51099000
136,634.00	33-00193-90-XX	6101100	51099000
496,251.00	33-00193-90-XX	6101100	51099000
112,329.00	33-00193-90-XX	6101100	51099000
963,880.00	33-00193-90-XX	6101100	51099000
495,000.00	33-00194-90-XX	6101100	51099000
Total Amt $6,275,000.00			

SECTION 4. The amount of $6,275,000.00 is appropriated per the table below.

Amount	WBS Element	General Ledger	Fund
816,000.00	33-00178-01-02	5201040	51099000
4,964,000.00	33-00193-01-02	5201040	51099000
495,000.00	33-00194-01-02	5201040	51099000
Total Amt $6,275,000.00			

SECTION 5. Payment in the amount not to exceed $5,191,606.00 is authorized to be encumbered and made payable to Kimley-Horn and Associates, Inc. for planning and design services as funding is available per the table below.

Amount	Fund	Fund Name	SAP Project	Project Name
706,606.00	51099000	Airport Capital Projects	33-00178	Runway 12R Rehabilitation
4,075,000.00	51099000	Airport Capital Projects	33-00193	Terminal Area Taxiways
410,000.00	51099000	Airport Capital Projects	33-00194	Taxiway E Reconstruction
Total Amt $5,191,606.00				

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

SECTION 7. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

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

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Michael D. Bernard, City Attorney

Request for COUNCIL ACTION

City of San Antonio

Agenda Voting Results - 7

Name:	7
Date:	01/31/2013
Time:	10:38:20 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a professional services agreement with Kimley-Horn and Associates, Inc. in the amount not-to-exceed $5,191,606.00 for planning and design services for airfield projects at the San Antonio International Airport, funded by Federal Aviation Administration grants and matching City funds. [Ed Belmares, Assistant City Manager; Frank Miller, Director, Aviation]
Result:	Passed

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

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT
FOR
DESIGN & PLANNING SERVICES FOR
RUNWAY & TAXIWAY IMPROVEMENTS (2012) 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 City Manager and Kimley-Horn and Associates, 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:

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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 Aviation Department.

1.4 "FAA" means Federal Aviation Administration.

1.5 "Project" means the development of a Surface Movement Guidance Control System Plan, and planning and design services associated reconstruction of Taxiways G and N and rehabilitation of Runway R at San Antonio International Airport, as more fully set out in Article IV, Scope of Services.

1.6 "Services" means those services described in the 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 acknowledges the trust the City places in Consultant and covenants with the City to furnish the Consultant's fair dealings and 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 this Agreement, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Agreement with

respect to the Services to be performed by the Sub-consultant so that subcontracting thereof will not prejudice such rights.

III. PERIOD OF SERVICE

3.1 The term of this Agreement shall commence upon its approval by the San Antonio City Council and its execution by both parties. This Agreement shall remain in force for a period which may reasonably be required for the design, award of the contract and the completion of the Project, including any extra work and any required extensions thereto, unless terminated, as provided for elsewhere in this Agreement.

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, including all associated services required for Consultant to provide such Services, and any and all Services which normally would be required by law or common due diligent practice, as more specifically outlined in Exhibit 1, Scope of Services.

4.2 Consultant acknowledges and accepts its responsibilities as the "Design Consultant" as defined and described in City's General Conditions for Construction attached and incorporated herein as Exhibit 6.

4.3 Consultant shall complete all Project work within the Scope of Services in compliance with this Agreement, and agrees to staff the Project with sufficient, qualified personnel and equipment to complete the Project in a timely manner, in order not to delay or disrupt the progress of the Project. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as requested by City. Time is of the essence.

4.4 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

4.5 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.

4.6 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.

4.7 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.

4.8 Consultant shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City and which are within its Scope of Services. After the approval of reports or other documents by City, any revisions, additions or other modifications

made at City's request, which involve extra services and expenses incurred by Consultant, only shall be requested through an additional Amendment for services.

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

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 all work to be performed by Consultant as fully defined in the Scope of Services, to include all travel and other expenses, shall not exceed FIVE MILLION, ONE HUNDRED NINETY-ONE THOUSAND, SIX HUNDRED SIX AND 00/100 DOLLARS ($5,191,606.00). Consultant acknowledges that such not to exceed fee shall be sufficient compensation for all services, travel and other expense to be performed pursuant to or associated with the Scope of Services. The obligation of City to Consultant for compensation in connection with this Agreement cannot and will not exceed such sum of FIVE MILLION, ONE HUNDRED NINETY-ONE THOUSAND, SIX HUNDRED SIX AND 00/100 DOLLARS, ($5,191,606.00) without further amendment(s) to this Agreement.

6.3 Consultant shall bill all services in accordance with the hourly rates set out in Exhibit 2, Fee Schedule. Any travel must be approved in writing by the City prior to such travel. Consultant may submit invoices no more than once monthly. Such invoices must be for services completed and approved by the Director and actual travel, if previously approved in writing, and other expenses incurred and not previously invoiced and must show: a) the hours being billed delineated by task performed, employee name and position, b) a summary of the services performed during the period covered by the invoice, c) travel and other expenses with supporting documentation attached; and d) the total amount due for services, travel and expenses. Allowable travel, preapproved in writing by the City, and other expenses shall be invoiced at the actual cost incurred without markup and must be in compliance with the Aviation Department Consultant and Contractor Reimbursable Expense Policy, Exhibit 3 hereto, to be eligible for reimbursement. City reserves the right to request such additional information as the City deems necessary to support the invoiced charges.

6.4 Included in Exhibit 2, Fee Schedule, is a Fee Breakdown by Work Phase. Consultant shall adhere to and be limited to the not to exceed amount for each work phase as set out in the Fee Breakdown by Work Phase. The Director, or his designee, has authority to reallocate funds between the phases set out in the aforementioned Fee Breakdown.

6.5 The final payment due hereunder will not be paid until all designs, plans, specifications, exhibits, reports, data, and documents have been submitted, received, accepted and approved by the City.

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

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

6.8

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

6.8.2.1 delays in the performance of Consultant's work;

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

6.8.2.3 failure of Consultant to make payments properly to sub-consultants or vendors for labor, materials or equipment;

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

6.8.2.5 damage to City; or

6.8.2.6 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement; or

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

6.8.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any portion of the Services or as final compensation, or regarding any amount that may be withheld by City, Consultant shall be required to make a claim

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

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

6.8.3.4 Consultant agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Consultant and all such books, payrolls and records, and shall have the right to audit same.

6.9 Reimbursable Expenses

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

6.9.1.1 Any travel, to include mileage reimbursement for travel by vehicle, will be reimbursed only if such travel was approved in writing by the City prior to such travel and must be in compliance with the Aviation Department Consultant and Contractor Reimbursable Expense Policy, Exhibit 3.

6.9.1.2 Reimbursement for travel, living and/or relocation costs will be limited to costs directly associated with Consultant's performance of Service under this Agreement. Consultant shall adhere to the Aviation Department Consultant and Contractor Travel, Living & Relocation Reimbursable Expense Policy, attached hereto as Exhibit 3, governing expenditures. Consultant shall proved detailed receipts for all reimbursable charges. Travel expenses shall not exceed the amount noted, if any, in Consultant's attached Scope without further approval of City.

6.9.1.2 Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under the Agreement. These costs shall not exceed the amount noted, if any, in Consultant's attached Scope without further approval of City.

6.9.1.3 Graphics, physical models, and presentation boards requested by City in writing in excess of the copies to be provided under Consultant's Agreement. These costs shall not exceed the amount noted, if any, in Consultant's attached Scope without further approval of City.

6.9.2 The City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

6.9.3 There shall be no markup on reimbursables from Sub-Consultants.

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. Any reuse outside of the scope of this Agreement without specific written verification or adaptation by Consultant will be at City's sole risk and without liability or legal exposure to Consultant

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 held prior to the effective date of this Agreement 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 Nothwithstanding 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 sixty (60) 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 specifications, designs, plans, exhibits, documents, papers, records, charts, reports, and any other materials or information produced by, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, to include all reproductions of such work products, regardless of storage medium, shall be transferred to City. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at 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 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement by Consultant.

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

8.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue 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 designs, plans, specifications, studies, and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the City but shall be retained by 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 Aviation Department, which shall be clearly labeled "Planning & Design for Runway & Taxiway Improvements (2012) 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 Aviation Department. 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. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for The following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $5,000,000 per occurrence; $15,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned / leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $5,000,000 per occurrence.
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, malpractice, error, or omission in professional services.

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

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

City of San Antonio
Attn: Risk Management Department
P.O. Box 839966
San Antonio, Texas 78283-3966

10.6 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 polices;

- Provide for an endorsement that the "other insurance" clause shall net apply to the City of San Antonio where the City is an additional insured shown on the policy;

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

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

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

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

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

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

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

10.12 Consultant and any Subconsultants are responsible for all damage to their own equipment and/or property.

XI. INDEMNIFICATION

11.1 Consultant covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages (including but not limited to direct, indirect, special, exemplary, punitive, incidental and consequential damages), losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, intellectual property infringements, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Consultant' activities under this Agreement, including any negligent acts or omissions of Consultant, any agent, officer, director, representative, employee, consultant or subcontractor of Consultant, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.2 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.

11.3 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.

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

12.2 Consultant shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project, including but not limited to scope

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 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.

14.2 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should 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.

14.3 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

16.1 It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs) as defined under 49 CFR Part 26, shall have "equality of opportunity" to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) and the FAA in creating a level playing field and removing barriers by ensuring nondiscrimination in the award

and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT or FAA-assisted projects the DBE program requirements of 49 CFR Part 26 apply to the contract.

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

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

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

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

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

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

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

16.9 The Consultant shall comply with the DBE Compliance and Enforcement Policy attached hereto as Exhibit 4.

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

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 five (5) calendar days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for CITY, to:

City of San Antonio
Aviation Department
Attn: Assistant Director of Planning, Development & Construction
9800 Airport Boulevard
San Antonio, TX 78216

If intended for Consultant, to:

XX. INTEREST IN CITY CONTRACTS PROHIBITED

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 San Antonio Water System, Inc., 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 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. Consultant must disclose if it is associated in any manner with a City officer or employee in a business venture or business dealings. Failure to do so will constitute a violation of City Ordinance No. 76933.

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 is 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 Services. 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 Services 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 Services 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.

22.3 Consultant must include this audit clause in any subcontractor, supplier or vendor contract.

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 Transportation Security Administration ("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 Airport 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

24.1 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

25.1 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

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

XXVII. VENUE

27.1 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. SEVERABLITY

28.1 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

29.1 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 that party , 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

30.1 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

32.1 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

33.1 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 _____, 2013.

CITY OF SAN ANTONIO, TEXAS

By:_____
Sheryl L. Sculley
City Manager

KIMLEY-HORN AND ASSOCIATES, INC.

By: Loy F. Warren
Signature

Loy F. Warren
Printed Name

National Aviation Leader
Title

Federal Tax ID#: 56-0885615

APPROVED AS TO FORM:

By:_____
City Attorney

EXHIBIT 1

SCOPE OF SERVICES

GENERAL PROJECT DESCRIPTION

The Scope of Services (Work) for the projects includes planning, Surface Movement Guidance and Control System (SMGCS) development, preliminary engineering, design, bid, and construction phase services for the reconstruction and rehabilitation of several areas of pavement throughout San Antonio International Airport (Airport), which is owned and operated by the City of San Antonio (COSA). The various components are anticipated to be completed over five funding years.

The following describes the areas included in this agreement:

- The taxiway (TW) reconstruction areas include portions of TW G, J, D and L
- The TW rehabilitation areas include portions of TW P and R
- Rehabilitation / reconstruction of two separate areas associated with Runway 12R-30L, and entire runway lighting
- Demolition and relocation of TW E and N
- Paving two infield areas between the terminal apron and TWs G and N
- Development and construction of new TWs west of and parallel to TW N and north of and parallel to TW G
- **Figure 1** demonstrates the proposed project limits of pavements identified for this project but does not identify the limits or extents of possible utility impacts. The Aircraft Design Group (ADG) for this project will be Group D-IV with the Taxiway Design Groups (TDG) being determined based on the latest Airport Design Circular AC 150/5300-13A.

For the purpose of this Scope of Services, the overall design effort was broken into five (5) separate packages. Packages 1 and 2 will be designed in 2013, package 3 in 2014, package 4 in 2015, package 5 in 2016, with construction depending on available funding. Depending on available funding, these projects may be resized altering the duration of these projects from that listed above. The development of the SMGCS Plan, as an independent effort, will also be completed under this Scope of Services, and initiated in 2013. The following is a summary of the items contained in this Scope of Services, grouped chronologically by how the major components will be completed.

- Entire development project duration
    - Coordination - Layers of coordination meetings will be regularly scheduled to provide continuity, review, progress updates and ongoing collaboration
    - Modeling – A SIMMOD model will be built for the project area, and 3 alternatives will be modeled for package 1. Each subsequent package will include additional alternatives to assess phasing and minimize airport operational impacts
    - SRAs – A comprehensive Safety Risk Assessment will be completed for the overall development program, and will incorporate the modeling, schedule and anticipated phasing for the entire project. An SRA will be accomplished for each subsequent construction package at approximately 65% design review completion.
    - SMGCS Plan - A Surface Movement Guidance Control System (SMGCS) plan will be developed for the Airport. This plan will be coordinated with the FAA for concurrence and approval. However, it is anticipated the initial design packages will be completed prior to the acceptance of the SMGCS plan. The Consultant will take steps during the design of these earlier packages to include infrastructure for project areas listed above that will be included into the final implementation of the SMGCS plan. Following FAA

approval, the Consultant will develop and recommend an implementation plan. This plan will include phasing and cost estimates for incorporation into the existing or proposed Airport Capital Improvement Program (ACIP) projects. Upon request, the Consultant will develop a scope and fee for the implementation of all or part of the SMGCS plan into contract documents and will be included in this agreement through a future amendment.

- Planning and Documentation – Various white papers, reports and technical memoranda will be completed to answer questions, document analysis, findings and present exhibits, which will be used to develop each yearly package. Many of these reports will ultimately be used to develop the Preliminary Engineering Report (PER) and Engineer's Design Report (EDR), or included as an appendix for reference purposes.
- Following the yearly package development of plans and specifications, the Consultant team shall develop scope and fee for the construction phase services to be included in this agreement through a future amendment.
- The first year design package is on an accelerated schedule in order to meet a mid-May construction advertisement deadline for FAA funding eligibility. The subsequent packages are planned to be bid ready yearly by January 31, awaiting FAA funding coordination.

- 2013
  - The entire project (all pavements included) will be designed to a 30% level for planning purposes.
  - Package 1 will be designed to 100% complete
  - Package 2 will be designed to 100% complete
  - A work breakdown structure will be established to monitor and track progress by task, integrated with the schedule and budget
  - Ongoing planning, SRAs and modeling (packages 1 and 2)
  - SMGCS Plan development

- 2014 and Beyond
  - Each year additional packages (3-5) will be developed to maximize the FAA funding allocation along with local matching funds
  - Ongoing planning, SRAs and modeling (packages 3, 4 and 5)
  - Post-construction planning, design and documentation, such as updates to eALP, exhibits and documentation for the Airport Certification Manual, Emergency Plan and Security Plan as appropriate, or other tasks as needed.

SCOPE OF SERVICES

The Scope of Services (Work) for the projects includes planning, SMGCS development, preliminary engineering, design, bid, and construction phase services for the reconstruction and rehabilitation of several areas of pavement throughout San Antonio International Airport (Airport). The Work is described in the following sections.

Formatting standards for all drawings, documents and reports will comply with the latest standard as set forth by the City and the FAA. If no drawing standards exist, Consultant shall develop one specific to the project and provide this information to Airport for its use. The latest version of the AutoCAD software for drawings and the Microsoft Word software for word processing will be utilized in association with this project. Microsoft Project, Microsoft Power Point, MicroPaver and ESRI will be used as necessary for various tasks. All work by the Consultant shall conform to or be compatible with these conventions. Professional seals and signatures will be provided in accordance with Texas law regulating the practice of engineering and surveying.

The project consists of 5 major construction bid packages, and the development of a SMGCS Plan. It also includes all supporting Safety Risk Assessments, planning, field investigations, post-construction services and other related tasks. The scope of services has been divided into six (6) parts and is expected to be constructed over a 5 year period.

Part 1: Planning – This part will consist of defining the project for year one and schedule, project administration work planning, badging, bi-weekly meetings, reports and documentation (Assessment of Taxiway N, Geometric Designs based on the new FAA AC 150/5300-13A, Drainage and Utility Study including NAVAID's and FAA Cables, Project Phasing, Batch Plant Location and Haul Routes, Batch plant area Contamination Evaluation, Safety Risk Assessments/SMS, and Aircraft Modeling), monthly executive meetings, and monthly status reports, utility investigations, and environmental processing.

Part 2: SMGCS Plan – This part will consist of the development of the Surface Movement Guidance and Control System (SMGCS) Plan, development and the SMGCS Working Group, facilitation of the appropriate meetings, as well as approvals and coordination with the FAA.

Part 3: Preliminary Engineering – This part will consist of the geotechnical, topographical, Alkali-Silica Reactivity (ASR) evaluation, pavement design calculations, hydraulic and additional drainage calculations, electrical load calculations and additional field investigations.

Part 4: Design and Engineering – This part will consist of Engineer's Design Reports, construction drawings, specifications, engineer's opinion of probable construction cost(s), schedule durations, quality control reviews and revisions, constructability reviews, over the shoulder review meetings with the Airport staff, Constructability Workshop, value engineering, review and finalization of the front-end bid documents (templates provided by the Airport). The Consultant will coordinate the project package for the contractor's permit, as well as the permit applications with COSA and SAWS. Many of these items will be completed yearly, along with each bid package and alternatives developed for construction.

Part 5: Bid Phase Services – This part will consist of preparing and issuing the yearly bid package, develop a construction industry outreach, attend and conduct the pre-bid meeting, provide clarifications to bidders, respond to written questions, prepare addenda, attend bid opening, evaluate the bids and the required documentation, and prepare a recommendation for award to the City. The intent is that while a construction package is out for bid, the future construction services amendment will the finalized (Part 6, Construction Phase Services, of this Scope of Services).

Part 6: Construction Phase Services – This part will be included in the Scope of Services as a future amendment to this agreement concurrent with the construction contract award.

Assumptions:

The following assumptions are made in the preparation of the scope of work:

- The latest and most current FAA, COSA, FEMA, Corps of Engineers, TCEQ and SAWS guidelines and regulations will be used in all assessments, analysis and determinations for geometric design, construction phasing issues, utilities, safety, operational, or any other design-related services.
- The Aircraft Design Group for this project will be Group D-IV for all pavements.
- Taxiway design groups will be determined during design based on the latest AC for Airport Design and will include a new striping standard based on the changes to the geometrics.
- Construction safety limits will be determined based on the latest FAA criteria for construction at airports.
- This project will be completed under multiple design years and funding scenarios.

- The yearly project limits will be defined based on available funding along with alternatives to maximize the funding available.
- An Environmental Impact Study will not be required for this project.

Part 1: Planning

1.1 Administrative Services
Consultant shall provide administrative tasks throughout the project including project planning, budgeting, schedules and updates, attend and chair review meetings and prepare minutes for all meetings.

Obtain Security Badges and Airfield AOA Driver's Licenses – Key team members (any individual that will need access to the airport for more than 14 un-escorted days) will obtain security badges and Airfield AOA Driver's Licenses for access to the Air Operations Areas (AOA) at the Airport for the purpose of conducting field investigations, geotechnical investigations, surveys, and field reviews for design of the project; and access to the AOA during the construction phases. The Consultant will provide an escort to any un-badged sub-consultants/contractors requiring access to the airfield and will coordinate with Airport Operations and/or Security to do so.

Project Initiation and Quality Workshop – The Airport will chair the project initiation or Kickoff meeting, with support from the Consultant. The Consultant will prepare minutes from this meeting and distribute them throughout the attendees for concurrence or correction. The Consultant will be responsible for the Quality Workshop which will include the preparation of agenda, coordination of invitees, meeting notices, preparation of handouts, conducting the meeting, preparation and distribution of minutes. Lessons learned from previous projects will be discussed.

Work Planning – The purpose of a project work plan is to provide the project team with a "road map" for successful execution of the Project. The items contained in the Project work plan consists of the contract Scope of Services, terms and conditions; schedule; Quality Control Plan; organizational chart, and lines of communication. The schedule identifies the external deadlines, the internal deadlines and the schedule of quality control input and reviews. The work plan will identify each team member and their role. The Consultant will submit three (3) bound copies and 1 electronic copy of the work plan to the Airport in draft form within one week of the NTP, and three (3) bound copies and 1 electronic copy of the final work plan incorporating the Airport's comments within one week of receipt of the comments. This work plan will be updated as needed.

Progress Meetings / Reporting – The Consultant shall be responsible for the preparation of design review meetings, progress reports, preparation of agenda, coordination of invitees, meeting notices, preparation of handouts, conducting the meeting, preparation and distribution of meeting minutes, and tracking action items resulting from the meeting.

1.2 Project Web Site Development
A project website will be developed for the purpose sharing and transferring large files. In addition, all meeting minutes, schedules, design criteria, etc. will be posted on this Site for project Stakeholder access. The security of the web site will include a login and a password that will be presented to each stakeholder. The stakeholders will include the Consultant design team, Airport staff members, FAA, and others as identified in the project process.

Deliverables: A project website utilizing SharePoint will be developed within one week of the NTP for project stakeholders to use/access as necessary for project communications. Modifications to this website will be made following the first meeting and throughout this project to incorporate comments made by the project stakeholders.

1.3 Design Schedule
The Consultant shall develop a critical path schedule based on the requirements presented by the Airport. An initial project schedule will be presented to the Airport at the project kickoff meeting and included into the meeting minutes. This schedule will be then be updated for each meeting and included on the project website for all stakeholders to utilize when needed.

It is anticipated that the Issue for Bid (IFB) submittal for package 1 and alternatives shall be submitted in May 2013 for a mid-May advertisement. The package 2 and alternatives IFB shall be submitted to the Airport by January 31, 2014. Additional dates that will be added to the schedule will be based on the tasks identified in this scope of services. The Consultant shall coordinate with the Airport to establish and adjust Project milestones for each task included in this contract through the life of this project. This task will be updated throughout the length of the project.

The detailed critical path schedule for packages 3 – 5 will be determined at a later date as part of the standard schedule revision process and available FAA funding. It will be planned that packages 3 - 5 will be initially scheduled for bid ready submittal by January 31, 2015 through 2017, respectively.

Deliverables: The Consultant shall submit to the Airport eight (8) copies of an 11"x17" bar chart schedule using Microsoft Project. All tasks identified in this scope will be included in the schedule. The schedule will be updated with each meeting, delivered to the team in hard copy and posted on the project website in pdf form.

1.4 Coordination Meetings
Bi-weekly meetings will be held every other week throughout the duration of the first design phase of this project. It is anticipated that these meetings will begin in mid-February 2013 and conclude in mid-May 2013. Bi-weekly meetings will be completed with the submission of package 1 for bid. Monthly meetings serving the same purpose with the same participants will continue through the completion of package 5. These meetings shall include the stakeholders associated with this project including City and Airport team members, FAA staff, and the Consultant project team members to resolve questions and obtain answers to clarify design considerations and operational impacts of the project. In addition, the design and anticipated construction schedule will be reviewed at each meeting including current status on project completion and review of major milestone dates. These meetings will also include discussions of many additional planning items and white papers that have been identified as critical to the design of this project. These analyses, reports, alternatives, investigations, workshops, and meetings will be used to provide the Airport with various options, reconstruction alternatives and improvements, and lessons learned which will be considered prior to preparation of contract documents.

Deliverables: Agendas, minutes, project milestones, exhibits or status reports as necessary.

1.5 Executive Meetings
Executive level meetings will be held once per month throughout the duration of the first design phase of this project. It is anticipated that these meetings will begin in mid-February 2013 and conclude in mid-May 2013. These meetings shall include senior members of the Airport staff or others as directed, to provide status updates and solicit executive input. Executive meetings will be scheduled at least quarterly subsequent to May 2013.

Deliverables: Agendas, minutes, project milestones, exhibits or status reports as necessary.

1.6 Assessment of Taxiway Additions / Relocation, and Geometrics
The Consultant shall perform an analysis and develop a recommendation for all project areas that meet FAA design and operational requirements as well as Airport requirements. Specific areas of evaluation as it relates to FAA AC 150/5300-13A, issued September 28, 2012, include but are not limited to:

- Runway and Taxiway Grades
- Taxiway to taxiway intersection geometrics, including taxiway tapers (fillets),
- Runway and taxiway shoulders,
- Runway to taxiway, and taxiway to taxiway/taxilane separations, and
- Determination of appropriate Taxiway Design Group.

Furthermore, as part of the ongoing development of the Airport's Capital Improvement Plan (CIP), and consideration for safety issues such as runway incursions, the San Antonio Airport System (SAAS) and the FAA participated in a simulation at the AFTIL lab. This was an action resulting from a Safety Risk Assessment to address pilot deviations (incursions) and the possibility of decoupling the Runway 30L end from Runway 4-22. The recommendations from the AFTIL lab included additional pavement modifications, such as the new parallel Taxiway November, northeast to Taxiway Romeo, as well as other connector taxiways, and the proposed realignment location of Taxiway Echo programmed for reconstruction to a new location.

The Consultant shall perform an analysis and develop a recommendation for the location of proposed new parallel taxiways and relocated Taxiway E that meets FAA design and operational requirements as well as Airport requirements such as maintaining existing tenant lease(s) airfield access.

Geometric modeling will be presented at the coordination meeting for discussion and approval. Once the size, geometrics and location have been agreed to, the information will then be included into the Engineering Design Reports (or Preliminary Engineering Design Report), and final plans and specifications when developed for this area.

Deliverables: A report that documents the analysis, methodology, calculations and assumptions used and recommendations for geometrics and taxiway location/relocations. This assessment will be coordinated with Airport Operations, Planning & Development and other appropriate divisions, the FAA, and airport tenants as necessary.

1.7 Drainage / Utility Study

Some of the field investigations and data gathering of the drainage and utility systems are accomplished under Task 3, Preliminary Engineering. In this task, the existing drainage system including inlets and outfalls will be evaluated to determine if these pipes can convey the proper amount of storm water. The existing drainage system flow capacity and possible blockage will be evaluated by the use of a camera to determine the size, location, direction, and if there is any damage associated with each pipe.

The Work will include modifications to existing drainage systems due to additional pavements, if required. An evaluation of the drainage network associated with the areas surrounding these reconstruction activities will be performed to mitigate issues that might arise due to the change in condition. The Consultant shall also identify all of the drainage systems/structures to determine if any will need to be modified along with this project. The grading required to accommodate the proposed pavement shoulders will lower the overall infield area elevation. These modifications might affect some of the elevations of existing inlets, light bases and other utilities where shoulders are not being installed and utility adjustments may be necessary. Finally, paving of the infield areas will require additional material for fill and will also include modifications to existing drainage structures.

All drainage issues and utility adjustments will be evaluated during the planning portion of the overall 30% package. Any modifications or adjustments to utilities will be incorporated into the plans and presented to the stakeholders.

Drainage

Specific components regarding drainage include:

- Hydrology
    - Develop existing conditions hydrology for the project area for multiple storm frequencies; for the 10% (10-year), 4% (25-year), 2% (50-year) and 1% (100-year) and others as required and approved by FAA, COSA and Airport
    - Evaluate whether the 100-year storm will be required if this project does not affect the outfall of this system
    - Develop proposed conditions hydrology by incorporating the proposed additional impervious area and proposed grading plan, for the given storm frequencies
    - Develop alternatives incorporating some on pavement retention and meeting the latest FAA design criteria

- Hydraulics
    - Calculate the existing hydraulic condition of all surface and underground drain system by determining channel and pipe/culvert capacity as a result of the system inspection
    - Calibrate existing calculations with data obtained from staff observation
    - Evaluate hydraulic impact, provide a findings report on the impact (if any to the outfall)
    - Determine the hydraulic capacity of the existing drainage system with the added proposed conditions flow, with the constraint of the Salado Creek as the receiving body of water
    - Design a new or retrofitted drain system meeting the FAA-required 5-year and 10-year criteria
    - Address the COSA required 1% (100-year), if required for off-site impacts
    - Prepare preliminary costs of each system
    - Prepare and develop design documents
    - Report/Submittal – The Consultant shall prepare a drainage report to include the COSA required 2,000 ft. impact analysis
    - Meet and provide submittals to review agencies including the Airport, FAA, COSA, FEMA, etc.

A review of the drainage will be completed to determine the effects on the drainage during construction and what methods of remediation will be required during construction and what methods of remediation will be required during the design phase. This information will be provided to the contractor for the development of the Storm Water Pollution Prevention Plans (SWPPP). Meetings will be held with City personnel to respond to questions and eliminate rework of these plans.

Water and Sanitary Sewer

The Consultant shall coordinate with SAWS, as needed, to obtain block maps and record drawing information for existing water and sanitary sewer lines owned by SAWS.

- Perform an onsite visit to review data collected and topographical survey of water and sanitary sewer infrastructure.
- Based on collected utility data, site visit, as well as topographical survey, Consultant will evaluate the existing water and sanitary sewer infrastructure for potential conflicts with the proposed runway and taxiway improvements.
- Consultant shall provide a summary to describe the potential conflicts and provide preliminary recommendations on the realignment of water and sanitary sewer infrastructure to eliminate these potential conflicts. An exhibit will be provided with the summary to show the potential conflicts as well as proposed realignments.

Additional Underground Utility Lines
Underground utility lines such as FAA cables and Telephone lines are known to be within the project limits. The locations of these lines will be identified as part of this project and potential conflicts will be coordinated with the appropriate agency for adjustment. Additional modifications will be made with each package following bid package 1 so that the drainage and utilities are addressed with each portion of this project.

Deliverables: A technical memorandum will be developed identifying any issues or mitigation measures necessary to address utility or infrastructure improvements. The paper will also document existing conditions and infrastructure and drainage assumptions and improvements relative to the scope of this project. This will be incorporated into the PER and EDR.

1.8 Project Phasing
Package 1 will be fast tracked in order to be eligible to obtain FAA funding. To gain consensus within the airport staff on the project phasing, different alternatives will be developed for package 1 and presented at the coordination meetings. It is during these meetings that suggestions can be made for further evaluation at the following meeting. Once a consensus within the group is reached, the phasing will be evaluated including a formal Safety Risk Assessment (SRA), to be completed in Task 1.11 and incorporated into the project plans. Phasing following submittal of package 1 will also require meetings and concurrence with Airport staff and other stakeholders. Once the Consultant has concurrence, the SRA process will begin for each phase of the project. Project phasing will be developed in combination with and incorporated into the 30% submittals, which are to be completed in Task 3.7.

Deliverables: A report documenting the phasing options, preferred option, and associated critical path and elements of the design effort will be developed and submitted to the airport staff and stakeholders for concurrence. This information will be incorporated into the PER and EDR for each package. However, the project phasing will be re-evaluated yearly depending on FAA funding availability.

1.9 Contractor Information Meetings
Under this task, contractors that express interest in bidding on this project and contractors that have most recently been responsible for major airside construction work will be publicly invited to attend individual informational meetings during the course of the design of the project.

Meetings will be held once yearly in an open public forum in order to increase potential bidders in their knowledge of the project, to establish general production rates for different construction activities and to provide a forum for discussing construction process recommendations. These "lessons learned" will be evaluated for their applicability on this project and incorporated accordingly.

Deliverables: A report will be developed for inclusion in the package specific PER and EDR. This report will identify lessons learned as well as potential recommendations from meeting to be incorporated into the design.

1.10 Batch Plant Location Analysis
This task entails the review of available space and potential sites on the Airport for a contractor's batch plant or material staging area. It shall include sites that have been used in the past with haul routes developed from these sites to the individual project locations. A few sites will be evaluated if there is a need to have 2 contractors on site at the same time. Each site will include an evaluation of potential penetrations into the FAR Part 77 imaginary surfaces and proper batch plant height restrictions. This task will also include the completion of the Limited Phase II Environmental Assessment prior to construction and following the contractor site cleanup. The contractor will be responsible to mitigate any findings that were not present prior to using the site.

Deliverables: A report will be developed for inclusion in the EDR. With each package the environmental aspects of the batch plant locations will have to be re-evaluated. This analysis will be included with each year's/package final EDR following the construction completion.

1.11 Incorporation of SMS and SRAs

The Consultant will incorporate the Airport's Safety Management System (SMS) process at major submittal milestones or as applicable in evaluating design and construction phasing/sequencing alternatives. It is anticipated no more than five (5) SRAs will be conducted for all of the airfield projects identified to be designed within this scope of work. It is anticipated that one (1) SRA will be conducted for the overall airfield/geometry layout / construction in combination with one construction package, and four (4) more SRAs to be conducted for major design components and phasing associated with remaining packages. The timing and topics for the SRAs will be recommended by the Consultant based on discussions and coordination with Airport staff.

Preplanning for the SRA (Assemble the SRA Panel and Data Collection)

In collaboration with the Airport Safety Manager and the Airport's established policies and procedures, the Consultant will recommend the formation of an SRA Panel. The Consultant will coordinate and develop with Airport Planning & Development (P&D) and other Airport staff on statistics and data that would be helpful for an efficient SRA.

Set Date and Time for SRA

The Consultant shall coordinate/schedule the SRA Panel to conform to the Airport's preferred format of two half-day sessions, on back-to-back days. It is planned that the first two SRAs (conducted in 2013) will be three half-day sessions.

Conduct the SRA

The Consultant will convene and facilitate the SRA Panel and will coordinate in advance with the Airport staff on information needed to be gathered prior to the SRA.

Document the Findings and Risk Treatment Strategies

The Consultant shall document the process and findings of the SRA, including the system description, hazards, risk determination, risk severity analysis, and risk treatment strategies. This document will become the checklist of items to be completed to ensure that the construction project is completed according to the findings of the SRA. It will be submitted to the Airport for distribution to appropriate individuals and agencies.

Deliverables: All preparation, planning, meeting coordination and facilitation of the SRAs, as well as documentation to support the Airport SMS program and FAA requirements will be completed.

1.12 Aircraft Ground Movements Modeling

To assist with the evaluation of phasing and ground movements, fast-time airfield and airspace simulation modeling will be used to measure the potential impacts of airfield construction on aircraft operations and airfield operating efficiency. Short-term impacts will be measured, as will one set of alternatives later in the project, to help identify an optimal construction phasing scheme that least impacts operations during construction. The eventual benefits expected at the conclusion of construction could also be quantified. All impacts would be quantified using established metrics. Airfield performance will be evaluated using measurements of modeled runway throughput, travel time, and delay.

A base Airspace and Airport Simulation Model (SIMMOD) model will be developed to reflect existing conditions. Various data and measurements will be collected and the base model will be calibrated prior to making modifications for the sensitivity analysis. For the purposes of this project, it is assumed that the simulation model will assess a single critical airfield configuration be selected in consultation with the

client and representation from the Airport Traffic Control Tower. A flight schedule necessary for the model will be obtained from the Airport, representing the level of activity expected to occur during the construction period. Up to three (3) alternatives will be assessed against the baseline conditions for the overall development project (in year 2013). Up to two (2) additional alternatives will be assessed for one later construction package/year, planned for 2015. The overall development project modeling will be presented in the corresponding SRA, described in Task 1.11.

Deliverables: The model will be developed, calibrated, and alternatives are analyzed for construction phasing. Model inputs and outputs for all scenarios will be provided in digital form upon completion of the modeling. A summary of methodology, model inputs and assumptions, and the results of the analysis will be documented in text and tabular/graphic form, in a digital presentation to include video representation of results, and/or in summary reports.

1.13 Additional Planning Studies

To support the overall design effort, review of several documents and compilation of white papers will be completed, to include:

- Complete an Executive Summary for the construction project – This deliverable will be distributed to those involved in the day-to-day operations and coordination of this project. It will be incorporated into the PER and EDR.
- Review Wildlife Hazard Assessment – This assessment and review will be completed to identify the impacts if any, to the construction site based on the known wildlife conditions at the Airport. The Consultant will complete a summary report on how wildlife activity or Airport mitigation measures impact construction on the airfield. This report will be incorporated into the PER and EDR.
- Alternative Delivery Methods – Research and complete a white paper documenting the evaluation of alternative delivery methods for airfield construction projects, what would be approved by the FAA, and other local or state restrictions or guidelines. A particular focus is intended for the delivery of Package 3, anticipated in 2014 and/or beyond.
- Environmental documentation (NEPA) as necessary – complete environmental research, coordination and documentation as necessary relative to this scope of services or related tasks.

<u>Part 2: SMGCS Plan</u>

2.1 SMGCS Plan

To comply with FAA guidance, a SMGCS Plan will be completed. The Consultant will complete the coordination efforts for a SMGCS Working Group, the development of the Low Visibility Taxi Route, associated documentation and technical analysis. It is anticipated this effort will take approximately 12-18 months to be completed, exclusive of final FAA review, approval and/or acceptance. This SMGCS Plan will be a collaborative effort with various divisions at the Airport, including but not limited to P&D, Safety, Operations and Airfield Maintenance. The pavements and taxi routes anticipated to be included will be critical to the discussion points included in the overall SMGCS Plan, as well as the related components presented in the SRA.

Specific services associated with this task will include, but not be limited to the following:

- Development of the SMGCS Working Group, logistics and coordination of all related meetings for the Working Group.
- Lead the preparation and facilitation of the SMGCS Working Group meetings. Up to four (4) meetings are anticipated. All meeting materials will be prepared by the Consultant, as well as the meeting agendas, minutes and appropriate distribution.
- One meeting in Ft. Worth, Texas with the FAA Regional Office to coordinate, as necessary, the schedule and approval requirements of the SMGCS Plan.

- Provide technical assistance and coordination service for the Airport and FAA in the completion of the low visibility taxi route, and associated Surface Movement Guidance and Control System plan.
- Coordinate as necessary with the Airport, equipment manufacturers, and/or the FAA for equipment specifications and installation plans.
- Conduct an SRA in accordance with the procedures set forth in Task 1.11.
- Coordinate with the Airport and the FAA on the required signage and markings, implementation schedule and required dates/deadlines for implementation of infrastructure improvements
- Provide ongoing planning services throughout the entire process until the new procedure is officially published by FAA.
- Coordinate with Air Traffic Control Tower on existing electrical components and software in the tower that will be necessary to update as part of the implementation of the infrastructure supporting SMGCS.
- Review the electrical requirements and need for a new regulator to see if the current system can support the electrical requirements, and will also take into consideration the lighting control system.
- Assess the existing capabilities of the East and West vaults, and the needed facility improvements.
- Develop a draft and final SMGCS Plan, including the Low Visibility Taxi route, and distribute to the SMGCS Working Group as necessary.
- Operational Assessment – This study will identify the phasing and impact on airport operations, SMGCS activity, including air carrier parking positions at the terminal, and ARFF emergency response routes. It will be included as an appendix to the PER and EDR.
- Assess the operational changes associated with the implementation of a SMGCS plan, including but not limited to Air Traffic Control Tower changes, revisions to typical Airport Operations inspections procedures and any other necessary components associated with the implementation of the SMGCS Plan.

The Consultant will provide a report identifying the process, schedule, findings and a recommendation for the preferred taxi route(s) and associated operations; to include the level of aircraft activity (i.e. CAT II versus CAT III) expected to operate at the Airport, along with the respective benefits and costs associated with the various levels of activity. It will also take into consideration the implications that infrastructure improvements may indeed be required that are not part of the pavement design included in this project.

Costs/phasing/schedules will be developed in sufficient detail to identify SMCGS implementation between project areas already identified within this task and areas outside of the Work.

Upon FAA approval of a SMGCS Plan, the City, at its option, may amend this agreement to add engineering services to implement the SMGCS plan. However, the first packages associated with this project will be completed prior to the approval and will include the necessary infrastructure to be placed during construction for project areas inherent for inclusion into the overall SMGCS plan addressed separately in the respective design tasks.

Deliverables:

- Draft report of the SMGCS Plan, identifying the airfield signage and markings required to comply with FAA guidance relative to low visibility/SMGCS operations
- Final report incorporating comments and review from the Airport, FAA and SMGCS Working Group
- Meeting preparations (agendas, sign-in sheets, and materials) and minutes

- White paper describing the process, schedule, costs and integration with the Airport's SMS program, existing operations procedures and other changes associated with the formal implementation of a SMGCS Plan at the Airport.

Part 3: Preliminary Engineering

Elements or issues to be evaluated during the pre-design phase of the project include:

3.1 Alkali Silica Reactivity (ASR) Investigation – Mediation
Three (3) pavement cores will be taken from Taxiway G and immediately sent for petrographic analysis to determine the cause for the pavement deterioration and the level at which it currently exists at the Airport. Following the findings, an industry meeting will be coordinated to discuss the issues and possible mitigation solutions. Members to be invited to this meeting include but will not be limited to Airport Staff, FAA, American Concrete Paving Association (ACPA) both national and local levels, TxDOT and industry experts on the mitigation of ASR within pavement.

Deliverables: Following this meeting, minutes will be summarized and recommendations for mitigation will be presented in the form of a technical memorandum at a coordination meeting. These modifications will be incorporated into the contract specifications for inclusion in this agreement.

3.2 Field Investigations
The data and reviews will include but not be limited to the following:

Data gathering

- All existing and current record drawings, specifications, geotechnical reports, structural reports, specific studies within the project area, topographic data in an ESRI GIS format, drainage reports, FEMA maps, existing water, storm sewer and sanitary sewer infrastructure in the project vicinity, and other associated reports will be reviewed.
- Investigate old photos and meet with Airport personnel to define any utilities that might be present at the Airport.
- Review existing survey grid and control. Review existing electronic files of record drawings available for existing facilities. Local topographic field surveys will be provided to gather detailed data for each site for design purposes.
- Review aircraft mix, traffic records and forecasts as provided by the Airport. Additional meetings will be held with operations to verify the findings and percentage of traffic on the runway and taxiways.
- Review and investigate FAA and Airport systems utility maps to determine location of existing utilities.

Site Visits

Various Airport site visits will be completed to gather information about specific systems relative to the design of the pavement improvements. The site visits anticipated are identified, but not limited to:

- Perform site elevation survey to include all surface drainage and underground storm drain features;
- Perform drainage system monitoring, by televising all known storm systems draining the existing taxiways, or connected to the same drainage system;
- Develop an overall site GIS map to include all existing drainage features, geo-referenced with all assets cataloged and associated meta-data;
- Perform an onsite visit and discuss with Airport personnel and map and document observed locations of ponding or drainage issues in and around project site; and

- Electrical - This work will be limited to what can be verified by surface feature observation. This observation will include entry recording and photography of manhole and hand-hole structures. Research will not include underground investigation except as needed for coordination of existing ducts and conduits with proposed pavement sections. Selective potholing may be performed in these areas.

Coordination: Consultant will coordinate with the following as necessary:

- City / Airport,
- San Antonio Water System (SAWS),
- Franchise utilities (gas, phone, electric, telecommunication, cable).
- Interviews with Airport Operations and Maintenance personnel as to systems and component preferences, system conditions, operations standards, verification of or corrections to existing system elements shown on Airport record drawings and other "wants and wishes" as may be applicable to this project.
- Interviews with FAA SSC personnel as to systems and component preferences, operations standards, verification of or corrections to existing system elements shown on record drawings.
- Interview selected engineering, operations, and maintenance staff for operational, construction historic issues and construction phasing.

All available existing utility information will be provided in the plans for the contractor. Utilities in conflict will be relocated, in coordination with and according to the utility company requirements. Utilities identified as abandoned will be verified prior to its recommendation for removal and reflected in the plans.

The Airport shall provide the Consultant with all available record drawing and additional information for utilities owned or known by the Airport.

3.3 Topographic Surveys

Horizontal and vertical control will be established using Primary Airport Control. Additional benchmarks will be located within the project locations for secondary control. No boundary related surveys including ROW calculations and documentation are included.

A topographic survey of the project areas are defined for this project. The limits of the survey are shown in **Figure 2.**

The topographic survey will include:

- All pavement slab corners taken at a 25 foot by 25 foot grid and at slab corners on pavement, at a minimum a 50 foot grid off of pavement;
- Any grade breaks, channels, ditches, edge lights, electrical structures, hand-holes for electrical system, in pavement centerline lights, guidance signs and pavement markings;
- All touchdown zone lights on Runway 12R;
- All Runway lights (both edge and centerline) associated with Runway 12R
- Drainage structures to include inlet/outlet structures, structure size, man holes (top elevations), pipe sizes, invert elevations and directions;
- Underground utilities including but not limited to sanitary sewer system, telephone lines, FAA lines.
- Navigational aids on the east end of 12R-30L which include a Glide Slope antenna and the Glide slope shelter, PAPI's and any additional NAVAD's;
- Outfall inverts that are off to the North off Airport property;
- Surveyed locations for all of the pavement cores taken as part of this project;

- A minimum of four temporary (bench marks) control points shall be placed for each package within the infield areas for use at a later time. These markings shall be placed a within 400ft of the limits of each package;
- Additionally, approximately 1200 linear feet of storm sewer pipe will be investigated with cameras to evaluate the size and condition of the pipes; and
- For Area 2, only that necessary to accept previous survey data and to supplement with additional data requirements set forth above.

Airport will provide access to the airfield during daylight hours, when available. For the purpose of the estimate, access to the airfield will be provided during the hours of 11:30 PM and 5:30 AM including approximately 30 minutes for cleanup. Definite times and dates will be coordinated with Airport Operations and Properties to work around airline schedules.

Following the initial design of the project and determination of any issues or impacts from existing utilities, potholing will be conducted. The potholing will identify any utility that is in conflict providing the engineer with the proper information to address this issue or to address the relocation of the utility. Approximately 40 potholes are planned for this Work.

Following the Geotechnical investigation the pavement core locations will be surveyed and included in the information provided within the project plans.

Additional construction surveys will be required to verify quantities of earthwork, base and surface materials. The scope associated with this portion of the Work will be negotiated prior to construction.

Deliverables: A surveyor's report containing the final survey control and copies of the survey field notes will be provided. The report will be sealed by a registered surveyor. The field gathered data will also be provided in electronic format as an ASCII file.

Consultant will provide a CADD file in AutoCAD format of the data collected in the topographic survey. The file will be a 3D file containing the DTM the TIN, as well as break lines and contours. The 2D file will have ground features and subsurface features annotated, and provide a description with x,y,z, values for control monuments set within the project limits.

3.4 Geotechnical Services

Geotechnical data is required for the design of the new pavements and reconstructed pavements at the Airport. Additionally deeper borings and test pits will be performed in the area of the pavement dip near the west end of Runway 12R-30L to evaluate the existing conditions and determine the reason for the failures. Exploratory test pits will also be included in this scope to evaluate subsurface conditions in this area which may be contributing to the depression. A previous study was performed in this area by AECOM entitled "Runway 12R Repair Report" dated 10-2-12. We will utilize the results of this report as supplemental information for this study.

For the pavement reconstruction areas, approximately 57 borings to a depth of 10 feet will be taken and in the areas for new pavement areas, 6 borings will be taken to a depth of 10 feet to evaluate the condition of the soil material. For the forensic study in the area of the pavement depression, an additional 6 borings are estimated at this time to be taken to a depth of 20 feet.

With the exception of the location of the forensic borings and test pits, approximate boring locations are shown on **Figure 3** attached to this scope of services. The precise number and depth of borings and test pits will depend on the findings of the original borings taken in the pavement dip area.

The Consultant will locate the borings and coordinate with the Airport for acceptance, will coordinate all requirements for driller access, will direct the sampling efforts, and will visually classify recovered samples. Soil classification tests will be completed in accordance with FAA requirements. Soil interpreted to be clay in the field will be sampled by either pushing a thin-walled tube (ASTM D 1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Soil interpreted to be sand or gravel in the field will be sampled with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Samples in bedrock where SPT samples cannot be obtained will be taken from the auger cuttings. Rock coring is not included in this scope of services. Recovered soils/rock will be visually classified in the field.

Test pits will be performed immediately adjacent to the runway pavement after the boring data is retrieved to more definitively evaluate the subsurface conditions in the pavement dip area.

If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with cuttings generated by drilling operations after completion of drilling. The pavement void will be will be filled with coal patch or non-shrink grout as appropriate.

There will be 3 concrete cores taken at direction locations for the purpose of sending to a specialty testing laboratory for ASR evaluation.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, and unconfined compression strength testing. Additionally, a total of 14 CBR tests will be performed from composite bulk samples obtained from the borings in the various areas. The actual laboratory program will depend upon the type of soils encountered.

We will issue an electronic copy of our formal engineering report prepared by a licensed professional engineer in Texas that will include:

- Description of the field exploration program
- Description of the laboratory testing program
- Soil boring plan that depicts borehole locations on a base map provided by Client
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487)
- Description of site geology based on location of the site on the Geologic Atlas of Texas
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations
- Depth where groundwater was encountered during drilling and its potential impact on construction
- Site Class Determination based on Table 1613.5.2 and 1613.5.5 of the 2009 Code IBC
- CBR test results and other laboratory test data will be included for the FAA pavement design to be performed by Kimley-Horn
- Soil stabilization measures will be included for expansive clay soils in the new and reconstructed pavement areas
- General and select fill recommendations will be provided for the pavement areas. Conceptual remedial measures will be provided for the area of the pavement dip near the west end of Runway 12R-30L

Assumptions: It is anticipated that the airport will provide access to the airfield during daylight hours when available. For the purpose of the estimate, access to the airfield will be provided during the hours of

11:30 PM and 5:30 AM including approximately 30 minutes for cleanup. Definite times and dates will be coordinated with Airport Operations and Properties to work around airline schedules.

3.5 Electrical Preliminary Engineering Services

Electrical design services will be completed with each package to be submitted. This subtask will provide the electrical engineering load calculations, designs and reports to complete the electrical engineering drawings, detailing and technical specifications for the Project. The existing electrical systems will be verified.

The general scope of the electrical design for this project includes new lighting and signage systems for the new construction, reconstructed and rehabilitated pavements as shown in **Figure 1**. Areas not included are Taxiway P and R. Systems and system elements will be provided as follows:

- New and reconstructed taxiways will generally be provided with new conduits, bases and cables, edge light fixtures, in-pavement and/or elevated runway guard lights, signs and sign bases.
- As developed by the SMGCS Plan, new and reconstructed taxiways conclusively slated for SMGCS routes will be provided with empty conduits and bases cans for centerline lights, clearance lights, and elevated and in-pavement stop bars.
- The edge base cans and conduit for existing taxiway(s) will be reviewed for possible re-use and adjustment to grade as required.
- All new lighting shall use LED fixtures where approved by the FAA.
- Runway and taxiway signs, and associated marking plan will be designed according to applicable FAA standards, and as coordinated with Airport Airfield Facilities, Operations, and FAA Air Traffic, or others as necessary. The Consultant shall provide an updated signage and marking plan for FAA review which will meet current FAR Part 139 requirements and will be accomplished as part of the post-construction efforts.

Electrical plans will generally include the following elements:

- Airfield Lighting – Fixtures, Conduits and Duct Layout and Circuitry.
- Airfield Signage – Sign Plan, Sign Layout and Circuitry
- Airfield Lighting Vault (ALV) and Control System Modifications (ALCS): Review the ALVs and ALCS and design modifications as needed to accommodate proposed loads and functions.
- Temporary Runway and Taxiway edge lighting systems: Temporary edge lights including bases, conduit and cabling as needed to accommodate the various phases of the project. Provide layout geometry and construction details.

FAA Facilities

- Runway 30L Glide Slope: The Consultant will provide computer modeling services for justification of the finished grades within the Runway 30L glide slope critical area and the Runway 12R localizer critical area.
- Final grades and pavement configuration of the proposed taxiways within this critical area cannot detrimentally affect the performance of these facilities. Construction of these taxiways will require shut-down of both the Runway 30L glide slope and the Runway 12R localizer. The Consultant shall assist the Airport in the FAA coordination on this issue.

Runway 12R-30L Lighting Systems

Electrical systems for this runway will be upgraded. These systems are old and are increasingly unreliable. These systems will be upgraded as follows:

- Replace edge lighting system lights, isolation transformers and cable.
- Replace centerline lighting system lights, isolation transformers and cable.

- Replace touchdown zone (TDZ) lighting system lights, isolation transformers and cable, as determined.
- Low wattage fixtures will replace existing fixtures. As determined by budgetary constraints new lighting may use LED fixtures where approved by the FAA.
- Install an airfield lighting ductbanks outside of the RSA the full length of the runway. These ductbanks will provide circuit segregation for improved reliability, improved personnel safety and increased ease of maintenance and allow installation of future airfield lighting systems.

Flight Check
New pavements are proposed to be placed within the Runway 30L Glide Slope Critical Area and Runway 12R Localizer Critical Area. Because of the proximity of the new pavement to the NAVAID's, modeling of these conditions will be required to determine the overall effects of new pavements on these NAVAID's. It is anticipated a flight check will be required to verify the performance of these NAVAIDs.

Deliverables: The Consultant will prepare a report documenting the issues, concerns and the recommendations based on the modeling. Based on the report, the Consultant will coordinate with the FAA for a Memorandum of Agreement (MOA) in order to coordinate with the FAA for the timing of the flight check(s).

3.6 Structural Analysis Taxiway Romeo Bridge
The Consultant understands that the existing bridge associated with Taxiway Romeo is experiencing cracking of the concrete deck slab (Refer to **Figure 1**). The Consultant will assess the condition of the existing bridge and provide recommendations for repair and rehabilitation in order to extend the life of the bridge.

The assessment of the existing bridge will start with a review of the existing bridge record drawings and geotechnical report, to be provided by the Airport, to determine if the bridge design is adequate for the current traffic loading conditions. The Consultant will also determine if the bridge concrete deck slab was designed to span between the deep foundations and grade beams or if there was an assumption that it would act as a slab-on-grade. In addition, the Consultant will complete a visual inspection of the bridge structure to review the existing condition of the concrete with respect to the framing of the bridge. Concrete cores will also be obtained at three locations to assess the condition of the concrete section, the condition of the reinforcement and to determine if there is settlement under the existing structure. The cores will also be used to determine the existing concrete strength; deterioration issues and/or if there are alkali silica reactivity issues.

Based on the information gathered from the above scope to assess the existing bridge the Consultant will work with the Airport to develop repair and/or rehabilitation plans for the structure. As part of this scope it is assumed that repair plans will consist of some form of concrete deck slab rehabilitation including a short term remediation of the issues including but not limited to an AC overlay. If it is determined that a complete concrete deck slab or a complete bridge replacement is required the Consultant, upon notice from the Airport, can prepare the required design, plans and specifications for this work as an additional service. As part of this scope it is also assumed that the concrete deck slab was designed to span between the grade beams and not act as a slab-on-grade. If it is determined that the concrete deck slab was designed to act as a slab-on-grade and therefore some level of ground improvements are required below the concrete deck slab the Consultant will work with the Airport to develop the required design, plans and specifications for this work as an additional service.

3.7 30% Submittal
The Consultant shall perform the following tasks regarding the design of the pavement reconstruction areas as well as the new taxiway construction for the pavement areas as shown in **Figure 1**. This portion

of the project will be completed in 2013 for the entire project. The phasing of additional packages will begin at this level and progress to bid-ready documents once the funding allocation has been determined.

- Design the preliminary horizontal and vertical geometry for the entire project as shown in **Figure 1**. This design will be the compilation of all of the studies completed within Part 3 as well as additional design parameters.
- Prepare and submit one exhibit in electronic pdf format illustrating the revised horizontal and vertical geometry at a 30% design level.
- Design the revised airfield lighting and guidance signs to meet the requirements of the AC and the modified Geometrics.
- Evaluate the Utilities to identify any potential conflicts and areas of concern that will need to be addressed during later design phases.
- Conduct an in-house quality control review of the horizontal and vertical geometry.
- Conduct two (Package 1 and Overall remaining packages) review meeting with the Airport to discuss the 30% design level. This will be an over the shoulder review. Additional plans can be made available for the Airport upon request.
- Develop pavement structural calculations using the FAA FARFIELD pavement design program for the different packages based on the predicted traffic associated with the pavement areas.
- As part of the 30% review meeting, the Consultant shall perform a walk-through of the site to review the existing conditions survey and to identify potential conflicts with the design plan.
- Consultant shall prepare the overall phasing for the entire project and define the bid packages for the project (based on FAA funding amounts) in combination with Task 1.8.

Deliverables:

- There will be two (2) 30% design submittals. One will be expedited for package 1 and the other will be for the remaining portion of the Work.
- 30% design plans will include geometrics, vertical profiles, utility conflicts, basic electrical
- A PER compiling all relevant investigations, studies, reports and findings associated with the preliminary engineering efforts.
- Packages 2 shall include one full size set, six half-size (11"x17") bound sets of the plans and drawings delivered to the Airport, including an electronic pdf copy of the submittal.
- Packages 2 shall include two sets of the PER, delivered to the Airport and an electronic pdf copy of the submittal.
- Opinion of Probable Construction Costs estimate to aid in the determination of the following years' projects. A 20% contingency will be included in the 30% Opinion of Probable Construction Costs estimate associated with each 30% submittal.
- All submittals will be placed electronically on the project web site
- Review meeting notes in electronic pdf format to Airport staff and additional attendees
- Tracking sheet documenting ongoing comments and action items

Part 4: Design and Engineering

4.1 65% Submittal

The 65% submittal will be an ongoing process completed each year with the development of a new package of project plans and specifications for construction. Building on the yearly 30% review/PER, the project team will re-evaluate each area proposed for current package and develop plans and specifications optimizing the available funding for that year. The Consultant shall perform the following tasks:

- Evaluate the upcoming years planning budget and coordinate the limits of the upcoming projects for review by SAT
- Prepare and submit the airspace submission, FAA Form 7460, to the FAA for approval for each yearly project when the limits have been approved

- Coordinate with the ATCT personnel on any updates that may be required for the update of software for the lighting system (ALCMS)

Construction Drawings

- Update the horizontal and vertical geometry design
- Develop sheet notes and legends
- Develop construction phasing plans and details in collaboration with the SRA and SIMMOD modeling (completed in Task 1.11 and 1.12) to develop phasing, and establish time delays that may impact daily airfield operations. Utilize this information to develop an appropriate Liquidated Damages for the project.
- Update existing conditions plans using the topographic survey information and findings from the field verification task.
- Update preliminary airfield demolition plans for the project and coordinate spoil areas for removed material such as granular materials, concrete, structures, and lighting. Although the demolition plan design does not include design for removal or handling of contaminated or hazardous materials, notes will be provided on the demolition plans and safety phasing plans to direct the contractor on handling contaminated soil.
- Update horizontal pavement geometric layouts
- Develop Runway and Taxiway pavement profiles, elevations, and site grading plans for the proposed work.
- Develop joint layouts and details
- Develop airfield grading and drainage design including storm drainage profiles and details, and details
- Develop preliminary utility plans for relocation or reconstruction of utilities in the project limits. These would include but not be limited to Storm Sewer, Sanitary Sewer, FAA cables, and Telephone cables.
- Update the pavement typical section for the runway and taxiways.
- Update pavement marking plans showing the layout of runway and taxiway markings. Coordinate with sign layout plans.
- Update soil erosion and sediment control design.
- Dimension lighting, signage, and conduits/ducts
- Update lighting & conduit layout
- Develop any temporary jumper cable layout for phased construction
- Develop Junction Can, Pull Box, and Manhole modification/replacement details
- Develop light/signage identification and fixture installation schedule
- Develop electrical load calculations
- Develop electrical vault equipment modifications
- Develop SMGCS plan-related infrastructure and details as appropriate
- Develop ALCMS modifications as appropriate
- Develop runway and taxiway design edge lighting and guidance sign layout and details
- Coordinate with existing utilities
- Develop airfield lighting and signage details and electrical manhole and hand hole details using standard details

The following construction drawings at a minimum will be prepared for each design package:

Cover Sheet	Electrical Scope of Work, Symbol List
Index of Drawings	Electrical Layout Plan
General Notes	Airfield Light Schedule
Symbols, Legends and Abbreviations	Airfield Vault Plan
Summary of Quantities	Electrical Vault Equipment Modifications
Project Layout Plan and General Notes	ALCMS Modifications

Package Site Map with all project limits	
Horizontal and Vertical Control	SMGCS Installation
Operational Plan & Notes	SMGCS Details
Operational Plan Details	
Haul Routes	Storm Drainage Modification
Overall Phasing Plans	Storm Drain Plan and Profiles
Phasing Plans	Storm Drainage Details
Existing Conditions	Structural Details
Demolition Plan	
Typical Pavement Sections and Details	Utility Plans
Geometric Layout	Utility Modifications
Centerline Plan and Profiles	
Pavement Joint Layout Plan	
Pavement Joint Details	
Pavement Elevation Plan	
Grading and Drainage Plan	
Grooving Plan (Runway Only)	
Grooving Plan Details (Runway Only)	
Existing Pavement Markings	Storm Water Pollution Prevention Plan
Pavement Marking Plan	Pavement Marking Details

Specifications
The Consultant shall prepare technical construction specifications according to the most recent FAA AC 150/5370-10F – "Standards for Specifying Construction of Airports" including FAA Standard and General Provisions. In addition the specifications will include COSA issued documents that will be included within the overall specification package. The consultant will coordinate with the airport for this inclusion and any modification required for each package.

Engineer's Opinion of Probable Construction Costs
The Consultant shall perform estimated quantity take-offs and prepare an opinion of probable construction cost based on current bidding climate and trends of material and labor prices. The consultant will also develop NAICS Codes for subcontracting opportunities and include this in the estimate. A 15% contingency will be included in the 65% Opinion of Probable Construction Costs.

Engineer's Design Report
The Consultant shall update text, graphics, and calculations related to the design elements for the EDR for each of the multiple bid packages. The EDR will be submitted to the Airport. All tasks performed as part of the individual packages will be submitted as part of the EDR. This will include but not be limited to survey investigation and temporary monument locations, geotechnical investigations, pavement design calculations, electrical load calculations, pavement geometrics, pavement marking, utility conflicts and adjustments to name a few.

Quality Control Review
The Consultant shall conduct an in-house quality control review of the 65% submittal prior to submission to the Airport. The quality control review will include members of the Consultant's staff for peer and constructability reviews.

Review Meeting
The initial review meeting (package 1) will be an over the shoulder review meeting in order to expedite the process and keep the project moving. The remaining packages can be submitted in the traditional submittal and review period method. The Consultant shall prepare and distribute meeting minutes to the

group for review. The Consultant will provide the Airport with a document tracking the comments made and identified during the design phase as well as the solutions or resolution to these items.

Deliverables;

- The initial package will include two full size sets for the over the shoulder reviews; three (11"x17") sets of plans; two sets of the Specifications and EDR for further review by Airport staff.
- Packages 2 through 5 shall include one full size set, six half-size (11"x17") bound sets of the plans and drawings delivered to the Airport, including an electronic pdf copy of the submittal.
- Packages 2 through 5 shall include two sets of the specifications and EDR, delivered to the Airport and an electronic pdf copy of the submittal.
- Packages 2 through 5 shall include an Engineer's Opinion of Probable Construction Costs in electronic PDF format delivered to the Airport within one week following the submittal of the construction drawings and specifications.
- All submittals will be placed electronically on the project web site
- Meeting minutes distributed in electronic pdf format
- Tracking sheet documenting ongoing comments and action items

4.2 95% Submittal

The 95% submittal will be an ongoing process completed each year with the development of a new package of project plans and specifications for construction. Building on the yearly 65% update, the project team will re-evaluate each area proposed for current package and develop plans and specifications optimizing the available funding for that year. The Consultant shall perform the following tasks:

Construction Drawings

- Update the horizontal and vertical geometry design.
- Update sheet notes and legends
- Update construction phasing plans and details.
- Update existing conditions plans using the topographic survey information and findings from the field verification task.
- Update preliminary airfield demolition plans for the project and coordinate spoil areas for removed material such as granular materials, concrete, structures, and lighting. Although the demolition plan design does not include design for removal or handling of contaminated or hazardous materials, notes will be provided on the demolition plans and safety phasing plans to direct the contractor on handling contaminated soil.
- Update horizontal pavement geometric layouts.
- Update Runway and Taxiway pavement profiles, elevations, and site grading plans for the proposed work.
- Update joint layouts and details
- Update airfield grading and drainage design including storm drainage profiles and details, and details.
- Update preliminary utility plans for relocation or reconstruction of utilities in the project limits.
- Update the pavement typical section for the runway and taxiways.
- Update pavement marking plans showing the layout of runway and taxiway markings. Coordinate with sign layout plans.
- Update soil erosion and sediment control design.
- Dimension lighting, signage, and conduits/ducts.
- Update lighting & conduit layout.
- Update any temporary jumper cable layout for phased construction.
- Update Junction Can, Pull Box, and Manhole modification/replacement details.
- Update light/signage identification and fixture installation schedule
- Update can & conduit installation/modification details

- Update electrical load calculations
- Update electrical vault equipment modifications
- Update SMGCS plan related infrastructure and details as appropriate
- Update ALCS modifications as appropriate
- Update runway and taxiway design edge lighting and guidance sign layout and details. Coordinate with existing utilities
- Update installation details using previously approved standards for the airfield lighting and signage work elements
- Update airfield lighting and signage details and electrical manhole and hand hole details using standard details.
- Incorporate the comments as appropriate from the Contractor Information Meetings performed in Task 1.9

The following construction drawings at a minimum will be prepared for each design package:

Cover Sheet	Electrical Scope of Work, Symbol List
Index of Drawings	Electrical Layout Plan
General Notes	Airfield Light Schedule
Symbols, Legends and Abbreviations	Airfield Lighting Circuit Maps
Summary of Quantities	Airfield Sign Details
Project Layout Plan and General Notes	Airfield Duct Details
Package Site Map with all project limits	
Horizontal and Vertical Control	Airfield Light Details
Operational Plan & Notes	Airfield Hand Hole Details
Operational Plan Details	Airfield Grounding Details
Haul Routes	Airfield Runway Guard Light Details
Overall Phasing Plans	Airfield Runway Guard Light Details
Phasing Plans	Airfield In pavement Can Details
Existing Conditions	Airfield Vault Plan
Demolition Plan	ALCMS Modifications
Typical Pavement Sections and Details	
Geometric Layout	Storm Drainage Modification
Centerline Plan and Profiles	Storm Drain Plan and Profiles
Pavement Joint Layout Plan	Storm Drainage Details
Pavement Joint Details	Structural Details
Pavement Elevation Plan	
Grading and Drainage Plan	Utility Plans
Grooving Plan (Runway Only)	Utility Modifications
Grooving Plan Details (Runway Only)	
Existing Pavement Markings	
Pavement Marking Plan	
Pavement Marking Details	
Storm Water Pollution Prevention Plan	

Specifications

The Consultant shall prepare technical construction specifications according to the most recent FAA AC 150/5370-10F – "Standards for Specifying Construction of Airports" including FAA Standard and General Provisions. In addition the specifications will include COSA issued documents that will be included within the overall specification package. The consultant will coordinate with the airport for this inclusion and any modification required for each packages.

Engineer's Opinion of Probable Construction Costs
The Consultant shall perform estimated quantity take-offs and prepare an opinion of probable construction cost based on current bidding climate and trends of material and labor prices. The consultant will also develop NAICS Codes for subcontracting opportunities and include this in the estimate. A 5% contingency will be included in the 95% Opinion of Probable Construction Costs.

Engineer's Design Report
The Consultant shall update text, graphics, and calculations related to the design elements for the EDR to reflect the multiple bid packages. The EDR will be submitted to the Airport.

Quality Control Review
The Consultant shall conduct an in-house quality control review of the 95% submittal prior to submission to the Airport. The quality control review will include members of the Consultant's staff for peer and constructability reviews.

Review Meeting
The initial review meeting will be an over the shoulder review meeting in order to expedite the process and keep the project moving. The remaining packages can be submitted in the traditional submittal and review period method. The Consultant shall prepare and distribute meeting minutes to the group for review. The Consultant will provide the Airport with a document tracking the comments made and identified during the design phase as well as the solutions or resolution to these items.

Deliverables:

- The initial package will include two full size sets for the over the shoulder reviews; three (11"x17") sets of plans; two sets of the Specifications and EDR for further review by Airport staff.
- Packages 2 through 5 shall include one full size set, six half-size (11"x17") bound sets of the plans and drawings delivered to the Airport, including an electronic pdf copy of the submittal.
- Packages 2 through 5 shall include two sets of the specifications and EDR, delivered to the Airport and an electronic pdf copy of the submittal.
- Packages 2 through 5 shall include an Engineer's Opinion of Probable Construction Costs in electronic pdf format delivered to the Airport within one week following the submittal of the construction drawings and specifications.
- All submittals will be placed electronically on the project web site
- Meeting minutes distributed in electronic pdf format
- Tracking sheet documenting ongoing comments and action items

4.3 100% - Final Design (Bid Ready) Submittal
Building on the comments from the 95% submittal, the Consultant shall update the plans, specifications; Engineers design report, and associated documentation for a final bid ready package. A Quality Control review will be completed along with a Constructability Review. All comments from this review will be incorporated into the final plan set.

The Consultant will prepare the submittal to include Instructions and Invitations to Bidders, Contract Forms, and Bid Forms according to Airport and FAA criteria. The Consultant will provide the Airport with a written description of the project for their use in advertising for bid. The final deliverable will include one complete set of 11"x17" plans, specifications, and EDR, in hard and electronic pdf versions.

Part 5: Bid Phase Services

For each construction package, the Airport/COSA staff will upload the 100% (bid ready) electronic submittal for advertisement to contractors. The Consultant shall assist the Airport in advertising, issuing bid sets to prospective bidders, and receiving bids for the project.

5.1 Bid Set Distribution
For each design package and prior to the bid, the Consultant shall deliver 20 full size copies of plans and specifications (1 complete set includes Project plans and Specifications), with bid envelopes containing the required forms for bidding. This shall be divided as follows; 2 complete sets shall be delivered to the airport, 10 complete plan sets shall be delivered to plan rooms for information,, and 8 complete plan sets shall remain at the offices of Kimley-Horn and Associates and remain that that location for sale to the contracting public. If additional plans are required in excess of the 20 complete sets, the airport shall reimburse the Consultant for any additional reproduction costs. The Consultant shall maintain a list of plan holders.

5.2 Pre-Bid Conference and Site Visit
The Consultant shall conduct one Pre-Bid Conference and associated site visit for each bid package with prospective bidders, subcontractors, and material suppliers and respond to questions, as needed. The Consultant shall prepare an agenda for the Pre-Bid Conference based on the latest FAA AC's consisting of project overview; introductions, responsibilities, and lines of communication; general contract requirements; project scope of work; and testing of materials, incorporating COSA and Airport specific requirements. The Consultant shall assist the Airport with preparing a presentation in Microsoft PowerPoint format based on the agenda prepared. The Airport will arrange for and provide the meeting room and chair the pre-bid meeting.

The Airport will provide vehicles and personnel to visit the site with perspective contractors. This field visit will be immediately following the Pre-Bid Conference.

Deliverables:

- Up to four full size (22"x34") exhibit boards for the meeting
- Draft agenda in electronic Microsoft Word format submitted to the Airport for review
- Final agenda in hard copy format to the meeting

5.3 Construction Contract Document Addenda
The Consultant shall prepare addenda as necessary to update or revise the issued for bid drawings and specifications ("Construction Contract Documents").

The Consultant shall respond to questions and Requests for Information (RFI's) received in writing from the prospective bidders to clarify the intent of the construction contract documents. The response will be in a format suitable to be attached to the addenda to be prepared by the Consultant. No questions or RFI's will be accepted after the last date for questions, as established by the City, in order to allow adequate time for preparation and distribution of the last addendum prior to opening of bids. The Consultant shall maintain a log of all RFI's and their responses submitted throughout the bid phase.

Deliverables:

- Addenda in electronic PDF format to the Airport (to be delivered to all plan holders, plan room and the Aviation Department in a timely manner. Hard copies will be submitted to the contractor along with a certification of receipt for Airport and Consultant records.

5.4 Bid Opening and Evaluation

The Consultant will attend the bid opening. The information from the bid opening will be scanned and distributed to the Consultant for evaluation.

The Consultant shall prepare the official bid tabulation spreadsheet in Microsoft Excel that will contain each bid proposal. If there is a discrepancy between the bids and the Consultant by more than 10%, the Consultant shall provide information to the Airport including why there was a discrepancy.

The Consultant shall review the bidders' arithmetic, unit prices, and Contractor qualifications and report any irregularities or unbalanced items found to the Airport. Each line item will be evaluated based on overall conformity with other bidders. The consultant will evaluate the bidders on the availability and ability to perform the work. The consultant will review at a minimum but not limited to the contractor's men and equipment, the Texas and FAA debarred lists, Dunn and Bradstreet rating, and OSHA EMR rating. The Consultant shall prepare a letter of recommendation to the Airport documenting the apparent lowest responsive bidder and recommending a contractor for award.

Deliverables:

- Bid tabulation spreadsheet to the Airport in Microsoft Excel format
- Letter of recommendation to the Airport documenting unbalanced bid items, irregularities, alternatives or exceptions made by the Contractors; and recommending the apparent low qualified bidder based on this review

5.5 Bid Phase Final Deliverables

The Consultant shall prepare a conformed plan and specification set for delivery to the Airport. This set shall incorporate all modifications and clarifications based on any addenda's prepared from the bid advertisement to the bid opening date. This task will be required for all packages prior to construction.

The Consultant shall also provide all original documentation and necessary logs, deliverables and associated sign-in sheets, addenda, or other related materials

Deliverables:

- All sign-in sheets, for bid package and each addenda
- RFIs and logs
- List of plan holders
- One (1) conformed set of half-size (11"x17") drawings to Airport including 1 electronic pdf.

Part 6: Construction Phase Services

The Consultant shall develop a proposed scope and fee to meet the needs of each package that would be bid that specific year. The Scope of Work will generally include but not be limited to:

- Construction Management Program
- Pre-Construction Meeting
- RPR Services, Site Visits, and Observation of Construction
- Construction Progress Meetings
- Review Quality Control Testing
- Observations and Tests
- Shop Drawings and Samples

- Review and Respond to Requests for Information (RFI's)
- Prepare Consultant's Supplemental Instruction (CSI)
- Recommendations with Respect to Defective Work
- Change Orders
- Substitutes and "or-equal"
- Applications for Payment
- Review and Monitor Construction Schedule=Disagreements between Contractor and Airport
- Prepare FAA Weekly Progress Reports
- Substantial Completion
- Final Completion
- Review Operation and Maintenance Manuals
- Prepare Record Drawings
- Record Drawing A-GIS Conversion
- Attend Close-Out Conference
- Prepare Close-Out Report
- Perform Warranty Observations

FIGURE 1

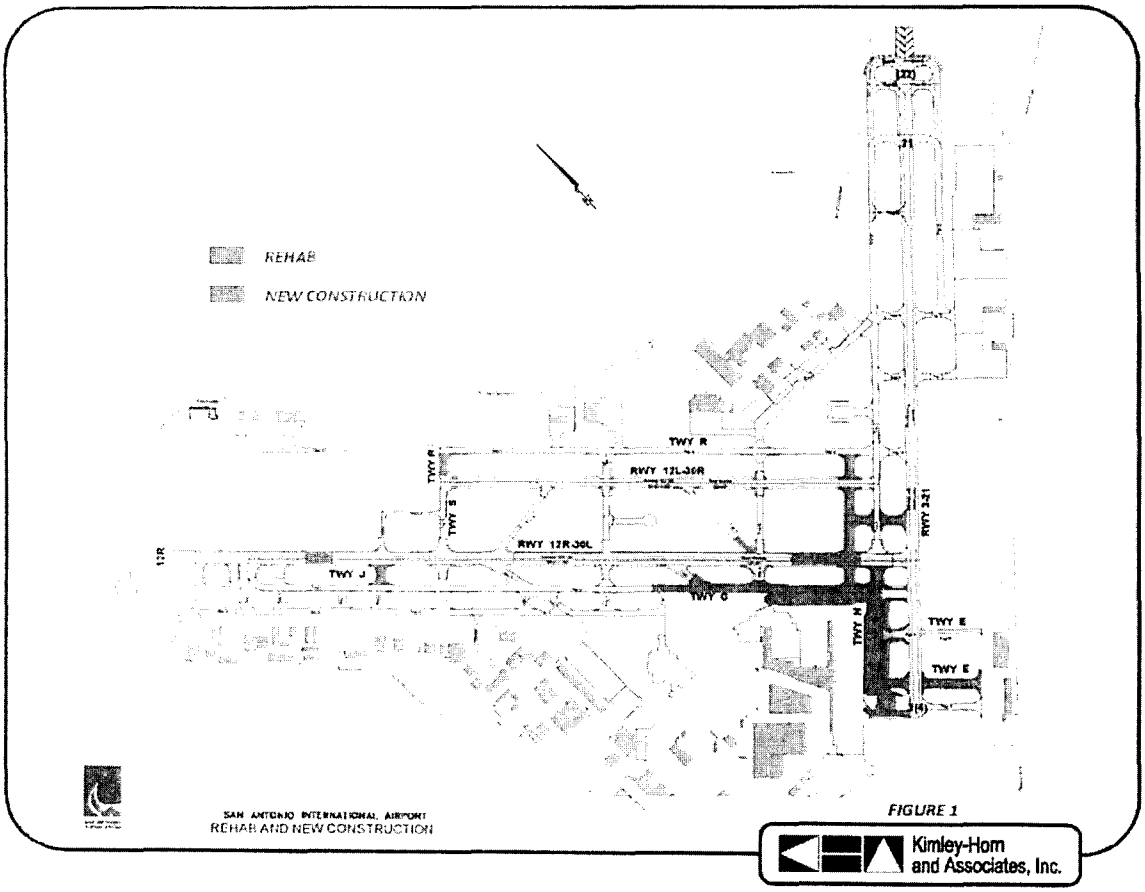
REHAB
NEW CONSTRUCTION
TWY R
RWY 12L-30R
TWY S
RWY 12R-30L
TWY J
TWY C
TWY H
TWY E
TWY E
RWY 3-21
SAN ANTONIO INTERNATIONAL AIRPORT
REHAB AND NEW CONSTRUCTION
FIGURE 1
Kimley-Horn and Associates, Inc.

FIGURE 2

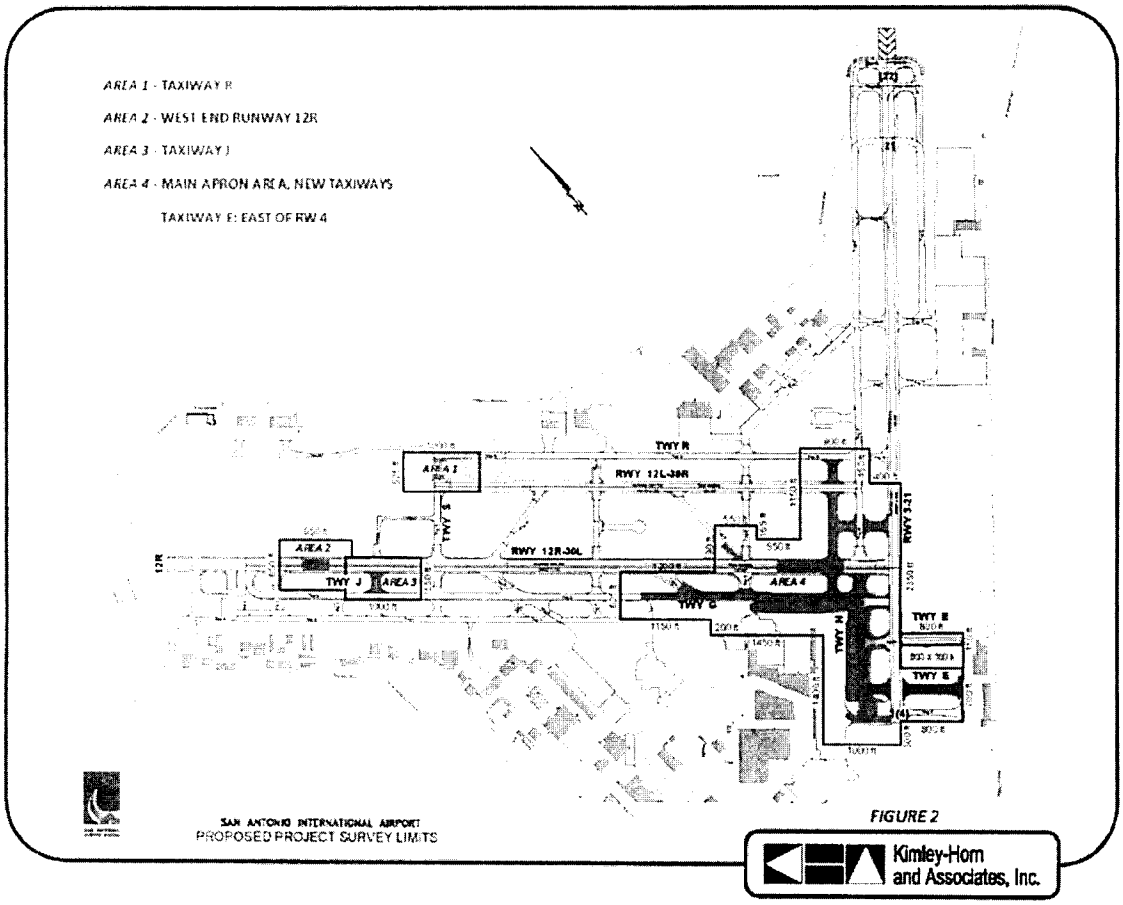
AREA 1 - TAXIWAY R
AREA 2 - WEST END RUNWAY 12R
AREA 3 - TAXIWAY J
AREA 4 - MAIN APRON AREA, NEW TAXIWAYS
TAXIWAY E: EAST OF RW 4
TWY R
RWY 12L-30R
RWY 12R-30L
AREA 1
AREA 2
AREA 3
AREA 4
TWY J
TWY G
TWY E
TWY S
TWY N
TWY S-21
12R
SAN ANTONIO INTERNATIONAL AIRPORT
PROPOSED PROJECT SURVEY LIMITS
FIGURE 2
Kimley-Horn and Associates, Inc.

FIGURE 3

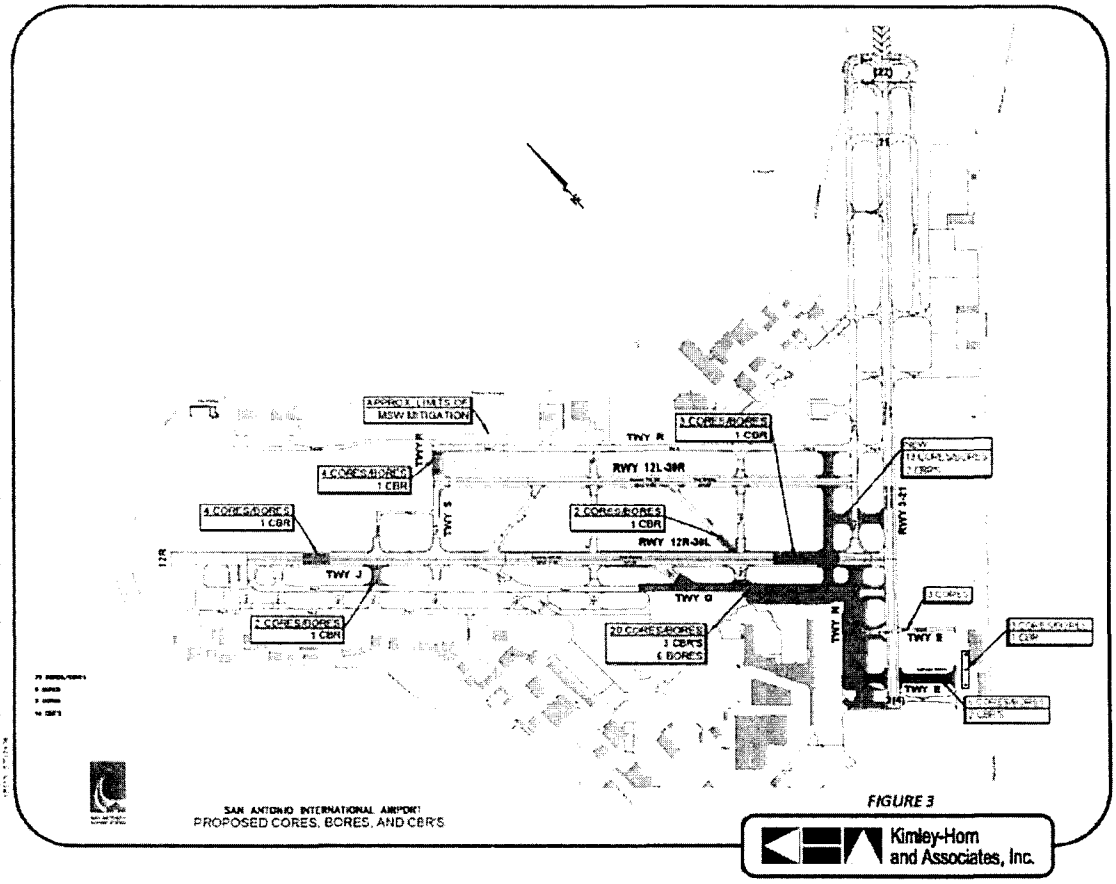
APPROX. LIMITS OF MSW MITIGATION
3 CORES/BORES 1 CBR
4 CORES/BORES 1 CBR
4 CORES/BORES 1 CBR
2 CORES/BORES 1 CBR
2 CORES/BORES 1 CBR
20 CORES/BORES 3 CBR'S 6 BORES
TWY R
TWY S
TWY J
TWY Q
TWY N
TWY E
RWY 12L-30R
RWY 12R-30L
RWY 3-21
SAN ANTONIO INTERNATIONAL AIRPORT
PROPOSED CORES, BORES, AND CBR'S
FIGURE 3
Kimley-Horn and Associates, Inc.

EXHIBIT 2

FEE SCHEDULE

APPROVED LABOR RATES

CATEGORY	UNBURDENED RATE
Principal	$ 95.00
Project Manager	$ 67.43
Sr. Engineer/Sr. Planner	$ 56.42
Engineer/Planner	$ 47.11
Engineer Tech/Jr. Planner	$ 32.30
Designer	$ 40.16
CAD Operator	$ 30.43
Clerical	$ 24.24

Escalation of Labor Rates

Labor rates for calendar year 2013 are as shown above for each category. Labor rates may be adjusted for escalation on an annual basis beginning in calendar year 2014 in the following manner. Based on the overall percentage of increase reflected in the Consumer Price Index (CPI) released each January by the Bureau of Labor Statistics, the Labor Rates may be increased up to, but no more than 3%. No adjustments may be made for decreases in the CPI.

Fee

Consultant may invoice Fee (profit) on approved Labor and Overhead in the amount of 10%.

Approved Overhead Rates

Kimley-Horn and Associates, Inc.	194.54%
Arias & Associates, Inc.	198.64%
Bain Medina Bain, Inc.	234.56%
Foster CM Group	134.97%
Futron Corporation	115.68%
Kutchins & Groh, LLC	131.18%
Ricondo & Associates, Inc.	186.30%

Fee Breakdown by Work Phase

		2013	2014	2015	2016	2017	Subtotal
Part 1: Planning	KHA	$ 497,087.15	$ 113,021.03	$ 120,766.53	$ 110,308.46	$ 63,424.84	$ 904,608.00
	KHA Exp	$ 2,500.00	$ 17,300.00	$ 13,100.00	$ 13,100.00	$ 500.00	$ 46,500.00
	Subs	$ 128,688.99	$ 26,500.00	$ 32,227.02	$ 11,380.04	$ 11,380.04	$ 210,176.10
	Subtotal	$ 628,276.14	$ 156,821.03	$ 166,093.55	$ 134,788.50	$ 75,304.88	$ 1,161,284.10
Part 2: SMGCS Plan	KHA	$ 155,587.39	$ -	$ -	$ -	$ -	$ 155,587.39
	KHA Exp	$ 3,910.00	$ -	$ -	$ -	$ -	$ 3,910.00
	Subs	$ 33,380.04	$ -	$ -	$ -	$ -	$ 33,380.04
	Subtotal	$ 192,877.44	$ -	$ -	$ -	$ -	$ 192,877.44
Part 3: Preliminary Engineering	KHA	$ 399,288.20	$ 2,256.81	$ 2,256.81	$ 2,256.81	$ -	$ 406,058.63
	KHA Exp	$ 3,500.00	$ 250.00	$ 250.00	$ 250.00	$ -	$ 4,250.00
	Subs	$ 357,708.03	$ -	$ -	$ -	$ -	$ 357,708.03
	Subtotal	$ 760,496.23	$ 2,506.81	$ 2,506.81	$ 2,506.81	$ -	$ 768,016.67
Part 4: Design and Engineering	KHA	$ 984,820.46	$ 565,566.55	$ 549,584.93	$ 549,584.93	$ -	$ 2,649,556.87
	KHA Exp	$ 176,580.00	$ 5,290.00	$ 5,290.00	$ 5,290.00	$ -	$ 192,450.00
	Subs	$ 18,000.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ -	$ 40,500.00
	Subtotal	$ 1,179,400.46	$ 578,356.55	$ 562,374.93	$ 562,374.93	$ -	$ 2,882,506.87
Part 5: Bid Phase Services	KHA	$ 35,542.04	$ 35,542.04	$ 35,542.04	$ 35,542.04	$ 35,542.04	$ 177,710.22
	KHA Exp	$ 1,900.00	$ 1,265.00	$ 1,265.00	$ 1,265.00	$ 1,265.00	$ 6,960.00
	Subs	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 2,250.00
	Subtotal	$ 37,892.04	$ 37,257.04	$ 37,257.04	$ 37,257.04	$ 37,257.04	$ 186,920.22
Part 6: Construction Administration / Observation		Not included in Estiamte					
	KHA	$ 2,072,325.24	$ 716,386.44	$ 708,150.32	$ 697,692.24	$ 98,966.88	$ 4,293,521.12
	KHA Exp	$ 188,390.00	$ 24,105.00	$ 19,905.00	$ 19,905.00	$ 1,765.00	$ 254,070.00
	Subs	$ 538,227.06	$ 34,450.00	$ 40,177.02	$ 19,330.04	$ 11,830.04	$ 644,014.17
Yearly Total		$ 2,798,942.30	$ 774,941.44	$ 768,232.34	$ 736,927.29	$ 112,561.93	$ 5,191,605.29
Project Total		$ 5,191,605.29	say $5,191,606.00				

EXHIBIT 3

Consultant
And
Contractor
Travel, Living & Relocation Expense Policy

SAN ANTONIO
AIRPORT SYSTEM

City of San Antonio

As of 6/2/08

Reimbursable Expense Policy
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Consultant & Contractor
Reimbursable Expense Policy

1. GENERAL

1.1 Introduction

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

1.2 Scope

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

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

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

1.3 Policy

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

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

1.4 Definitions

The following definitions apply to this Policy:

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

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

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

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

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

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

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

1.5 Reimbursements

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

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

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

Entertainment expenses, including alcohol, are not reimbursable.

1.6 Interrupted Itinerary

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

2. Transportation Expenses

2.1 Guideline

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

2.2 Air Travel

Lowest Available Airfare

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

Use of Business or First Class

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

Extended Travel to Save Costs

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

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

2.3 Travel by Private Automobile

Reimbursement for Travel by Private Automobile
Travel by private automobile will only be reimbursed if such travel is for a valid business purpose. When a private automobile is used, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Contractor. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs, cleaning, detailing, tires, gasoline, or other automobile expense items will not be reimbursed for privately owned automobiles.

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

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

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

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

2.4 Travel by Private Aircraft

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

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

2.5 Rental Cars

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

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

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

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

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

2.6 Ground Transportation

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

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

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

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

3. Living Expenses

3.1 Lodging

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

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

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

- Alcohol (alone or part of meal)

- Entertainment
- Personal services
- Laundry/Dry cleaning if travel is less than five days

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

3.2 Non-Commercial Lodging

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

3.3 Meals Expense

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

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

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

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

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

3.4 Incidental Expenses

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

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

3.5 Daily Allowance and Lodging Allowance for Extended Travel

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

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

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

4. Relocation Assistance

4.1 Requirements

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

4.2 Limitations

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

Relocation Assistance Limitations

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

4.3 Allowable Expenses In General

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

4.4 Travel Expenses by Car

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

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

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

4.5 Household Goods and Personal Effect Expenses

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

4.6 Storage Expenses

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

4.7 Travel Expenses

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

4.8 Non-reimbursable Relocation Expenses

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

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

4.9 Relocation Assistance Recovery

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

5. Miscellaneous Expenses

5.1 General

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

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

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

- Business gifts.
- Snacks or other entertainment items for staff meetings and/or meetings with sub-Contractors.
- Mileage expense for purchase of items where the direct project related item purchased was not the sole reason for the trip.

- Carrying cases for cell phones or computers.
- Items that could be used on more than one project.

5.2 Telephone Calls

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

Personal phone calls are not reimbursable.

5.3 Local Business Meetings

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

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

6. Travel Expense Settlement

6.1 Reimbursement

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

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

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

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

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

6.2 Right to Audit

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

EXHIBIT 4

DBE COMPLIANCE AND ENFORCEMENT

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

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

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

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

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

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

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

EXHIBIT 5

FEDERAL CONTRACT PROVISIONS –
ARCHITECTURAL/ENGINEERING PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such

provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

PROVISION 3. DISADVANTAGED BUSINESS ENTERPRISES

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

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

PROVISION 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

4.1 No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

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

PROVISION 5. ACCESS TO RECORDS AND REPORTS

5.1 The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

PROVISION 6. BREACH OF CONTRACT TERMS

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

PROVISION 7. RIGHTS TO INVENTIONS

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

PROVISION 8. TRADE RESTRICTION CLAUSE

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

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

8.4 The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by

reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

PROVISION 9. TERMINATION OF CONTRACT

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

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

9.3 If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor 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 Sponsor for any additional cost occasioned to the Sponsor thereby.

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

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

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

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