

# **PROFESSIONAL SERVICES AGREEMENT FOR PROCESS IMPROVEMENT CONSULTING SERVICES**

This Professional Services Agreement for Process Improvement Consulting Services for the San Antonio Airport System (hereinafter referred to as “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 Aviation Director, and **Haley & Aldrich, Inc.**, a company authorized to conduct business in Texas, acting by and through its authorized representative (hereinafter referred to as “Consultant”), both of which may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

## **I. DEFINITIONS**

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

- 1.1 “City” is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 “Consultant” is defined in the preamble of this Agreement and includes its successors.
- 1.3 “Director” shall mean the Director of Airports of the City of San Antonio.

## **II. TERM**

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for three (3) years, commencing upon execution by all parties, and terminating three years from the date of execution. Upon mutual agreement of the Parties, the Agreement may be extended for two (2) additional one-year terms, at the same terms and conditions contained herein.

## **III. SCOPE OF SERVICES**

3.1 Consultant, in consideration for the compensation herein provided, as outlined in Article IV. Compensation, shall render the required professional services in connection with the Project, as more specifically outlined in **Attachment 1, Scope of Services** and in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care.").

3.2 Consultant shall complete all Project work within the Scope of Services in compliance with this Agreement, and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project. Time is of the essence.

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

34 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 subcontractors of Consultant.

#### IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed **NINE HUNDRED THOUSAND AND NO/00 United States Dollars (\$900,000.00)** as total compensation for all work performed pursuant to this Agreement.

4.2 Consultant shall submit invoices no more than once monthly. Payments to Consultant shall be in the amount shown on the invoices consistent with the hourly rates set out in **Attachment 2, Fee Schedule** and supporting documentation submitted and shall be subject to City's approval, and pursuant to the City's **Consultant and Contractor's Reimbursable Expense Policy**, as set out in **Attachment 4**. Each invoice must clearly delineate the work performed.

4.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the Director.

4.4 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

4.5 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.

4.6 Consultant represents that title to all services covered by an invoice will pass to City no later than

the time of payment. Consultant further represents that, upon submittal of an invoice, all services for which invoices have been previously issued and payments received from City shall, to the best of 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.**

## **V. OWNERSHIP OF DOCUMENTS**

**5.1** Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

**5.2** Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

## **VI. RECORDS RETENTION**

**6.1** Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

**6.2** Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return the documents to City at Consultant's expense prior to or at the conclusion of the retention period. In such event, Consultant may retain a copy of the documents at its sole cost and expense.

**6.3** 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.

## VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by City without cause upon thirty (30) calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

- 7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting; or
- 7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.

7.4 Defaults With Opportunity for Cure. Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have 30 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such 30 day cure period, 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 in 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 the duty on the part of City to mitigate its losses to the extent required by law.

- 7.4.1 Bankruptcy or selling substantially all of company's assets;
- 7.4.2 Failing to perform or failing to comply with any covenant herein required; or
- 7.4.3 Performing unsatisfactorily.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 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, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City 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, if requested by City.

7.7 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.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 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.

## VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, 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 three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
Aviation Department  
9800 Airport Blvd.  
San Antonio, TX 78216

If intended for Consultant,

Haley & Aldrich, Inc.  
Attn: Melissa McEwen  
3 Bedford Farms Drive  
Bedford, NH 03110

## IX. NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, Consultant understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

## X. INSURANCE

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 "Process Improvement Consulting Services" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. The certificate shall 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 upon mutual agreement of the parties, 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; provided, however, if the modification results in an increase in coverage or limits, Consultant shall receive equitable compensation herefore. 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:

<b><i>INSURANCE TYPE</i></b>	<b><i>LIMIT S</i></b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. <u>If AOA access required \$5,000,000 CSL</u>

5. Professional Liability (Claims-made Coverage)	<p>\$1,000,000 per claim damages by reason of any negligent act, malpractice, error, or omission in the professional service.</p> <p>Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.</p>
*6. Umbrella or Excess Liability Coverage	<p>\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage. (per occurrence limit depends on scope of operation)</p>
*if applicable	

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

105 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 required endorsements. Consultant shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Consultant shall pay any costs incurred resulting from provision of said documents.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;



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

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 non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

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

## **XI. INDEMNIFICATION**

**11.1 CONSULTANT covenants and agrees to FULLY INDEMNIFY, 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, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly to the extent caused by and arising out of, resulting from or related to CONSULTANT'S 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.**

112 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.

113 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.

## **XII. ASSIGNMENT AND SUBCONTRACTING**

123 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

124 Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such

consent, if such consent is granted, 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.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, 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.

### **XIII. INDEPENDENT CONTRACTOR**

Consultant covenants and agrees that he or she 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, subcontractors and consultants; that the doctrine of "respondeat superior" shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

### **XIV. AIRPORT SECURITY**

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

14.2 Consultant must comply with, and require compliance by its Subcontractors, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by

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

143 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.

144 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.

## **XV. CONFLICT OF INTEREST**

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the 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 or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

## **XVI. 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 may execute administrative amendments on behalf of the City.

## **XVII. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XVIII. LICENSES/CERTIFICATIONS**

Consultant represents that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## **XIX. COMPLIANCE**

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

## **XX. NONWAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, 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 City Council, as

described in Article XVI. Amendments. 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.

## **XXI. LAW APPLICABLE & LEGAL FEES**

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

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

21.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

21.4 Consultant agrees to abide by all relevant Federal Statutes, including, but not limited to, those shown in **Attachment 3—Required Federal Contract Provisions**.

## **XXII. LEGAL AUTHORITY**

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

## **XXIII. PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

## **XXIV. CAPTIONS**

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## **XXV. INCORPORATION OF ATTACHMENTS**

Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties.

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

26.1 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).

26.2 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.

26.3 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.

## **XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

27.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

27.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

27.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

27.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## **XXVI. ENTIRE AGREEMENT**

This Agreement, together with its authorizing ordinance and its attachments, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

*Signature Page to Follow.*



EXECUTED ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY OF SAN ANTONIO, TEXAS

HALEY & ALDRICH, INC.

By: \_\_\_\_\_  
Erik J. Walsh  
City Manager

By: Beth Breitenbach *Beth Breitenbach*  
Printed name

Program Manager  
Title

Federal Tax ID#: 04-2295689

APPROVED AS TO FORM:

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

## **ATTACHMENT 1**

### **SCOPE OF SERVICES**

The Consultant shall identify, analyze, prioritize, develop, and implement continuous improvement initiatives, process improvements, and other initiatives that will result in value for the Department. The Consultant shall also assist in the establishment of processes and metrics to measure the results of continuous improvement initiatives and assist in the development of internal capabilities to sustain continuous improvement efforts. The Consultants' services shall also include transferring best practices, tools and techniques to the Department in order to facilitate a sustainable continuous improvement program.

The scope of services includes but is not limited to:

1. Staff augmentation to support the ICP Process Improvements - Identification, analysis and prioritization of continuous improvement initiatives, process improvements and other opportunities that will result in significant value for SAAS
  - a. Development, analysis, and benchmarking of opportunities and initiatives
  - b. Provision of subject matter expertise related to continuous improvement opportunities and program management
  - c. Implementation of continuous improvement initiatives and process improvements
  - d. Development and implementation of performance metrics and systems to measure and monitor performance of the Development division and develop management reports, improve system workflows, and develop standardized executive dashboard information progress
  - e. Knowledge transfer, training, and development to help grow and sustain continuous improvement at SAAS
  - f. Help Development leadership and staff identify bottlenecks and map process improvements to streamline project delivery and improve customer satisfaction
2. TDP team Staffing - the selected consultant should assist SAAS with creating ownership and accountability, building capacity in our people, and serving as a coach and a guide to TDP staff to help the ICP assist with the successful TDP implementation. SAAS is not looking for extensive training program, rather hands on, learn by doing with explicit coaching.

- a. Assess the responsibilities, skills, and functional deployment of the SAAS TDP organization and recommend improvements to the TDP organizational structure and modes of deployment for increased efficiency, effectiveness, and improved project delivery
- b. Assess the TDP structure and make recommendations regarding skill sets, roles, responsibilities, and span of control for TDP leadership and governance.

3. Assist the Chief Integration Officer with Process Improvements related to the TDP ICP process – establish, implement, and finalize the process, transition it to a fully implemented SAAS process once it is in place, etc so help set up SAAS with an established process for the next large capital program.

- a. Identify opportunities to integrate project management, Finance, and other divisions supporting project implementation to improve efficiency and customer service across the full range of project implementation processes
- b. Identify opportunities to integrate staff in all phases of project execution to streamline project implementation and improve delivery
- c. Lead value stream mapping of different project delivery process types available to SAAS and help identify categories of waste to be eliminated from project delivery processes.
- d. Identify opportunities to improve small project execution, including both schedule and cost
- e. Recommend strategies to best support more time and cost-effective implementation

First Year Deliverables will include the following, but not limited to:

Month 1 – leading and guiding SAAS towards clarity of the SAAS Continuous Improvement journey:

- Set a vision for the Continuous Improvement Program and change management
- Develop a clearly defined roadmap for the SAAS Continuous Improvement journey for the next 12 months
  - Establish Impact to Critical Path (ICP) hurdles (issues, concerns, roadblocks), refresh the ICP database (data, fields, forms, process)
  - Prioritize hurdles, identify at least 1 quick win to be addressed
    - See, analyze, and prioritize
    - Huddle and coaching
    - Rapid improvement workshop
    - Build standard work/tools

Year 1

- Implement a reliable, stable ICP system, expanding on the ICP towards ICP v2.0
- Implement solutions towards stabilized TDP and ASEIP programs (ex project administration, document control, real estate)
- Develop a dashboard for transparency & accountability
- Develop communication methods to share and celebrate improvements

## **ATTACHMENT 2**

### **FEE SCHEDULE**

Consultant shall provide services hereunder in accordance with the fee set out below:

Haley & Aldrich, Inc., and any of its sub-contractors, shall charge based on actual hours worked and actual out-of-pocket expenses incurred, without markup, using the hourly rate shown below. Any travel to SAT is subject to prior approval by the City.

#### **Labor and Expenses for Consulting Services**

SAN ANTONIO AIRPORT SYSTEM												
Contract Name												
Project Team Master Billing Rates												
Consultant: Haley & Aldrich, Inc.												
Labor Category	# Years Experience	Qualifications / Licensing	Raw Rate Range		Overhead		Raw Rate + Overhead		Profit		2023 APPROVED LOADED RATES	
			Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
MANAGEMENT												
Project Executive (Principal)	15+ years	Professional Registration or Certification	\$ 99.16	\$ 108.92	\$ 196.31	\$ 215.63	\$ 295.47	\$ 324.55	\$ 29.55	\$ 32.45	\$ 325.01	\$ 357.00
Senior Lean Practioner	15+ years	Professional Registration or Certification	\$ 87.20	\$ 98.52	\$ 172.63	\$ 195.04	\$ 259.83	\$ 293.56	\$ 25.98	\$ 29.36	\$ 285.81	\$ 322.92
Lean Practioner	15+ years	Professional Registration or Certification	\$ 57.72	\$ 94.00	\$ 114.27	\$ 186.09	\$ 171.99	\$ 280.09	\$ 17.20	\$ 28.01	\$ 189.19	\$ 308.10
Project Manager	5-15 years	Professional Registration or Certification	\$ 81.48	\$ 85.00	\$ 161.31	\$ 168.27	\$ 242.79	\$ 253.27	\$ 24.28	\$ 25.33	\$ 267.06	\$ 278.60
ENVIRONMENTAL												
Environmental Specialist III	4+ years	Bachelor of Science, Professional Certification preferred	\$ 38.64	\$ 38.64	\$ 76.50	\$ 76.50	\$ 115.14	\$ 115.14	\$ 11.51	\$ 11.51	\$ 126.65	\$ 126.65
GENERAL, SPECIALTY, & SUPPORT												
Administration III	10+ years	H.S. Diploma (or Equivalent); Associate Degree preferred	\$ 35.00	\$ 39.52	\$ 69.29	\$ 78.24	\$ 104.29	\$ 117.76	\$ 10.43	\$ 11.78	\$ 114.72	\$ 129.53
GIS Manager	15+ years	Associate Degree, Required Certification & Training	\$ 66.72	\$ 66.72	\$ 132.09	\$ 132.09	\$ 198.81	\$ 198.81	\$ 19.88	\$ 19.88	\$ 218.69	\$ 218.69

SAN ANTONIO AIRPORT SYSTEM												
SAT Process Improvement												
Project Team Master Billing Rates												
Consultant: Garver LLC												
Labor Category	# Years Experience	Qualifications / Licensing	Raw Rate Range		Overhead		Raw Rate + Overhead		Profit		2023 APPROVED LOADED RATES	
			Min	Max	191.01%		Min	Max	Min	Max	Min	Max
MANAGEMENT												
Project Executive (Principal)	15+ years	Professional Registration or Certification	\$ 100.00	\$ 115.00	\$ 191.01	\$ 219.66	\$ 291.01	\$ 334.66	\$ 29.10	\$ 33.47	\$ 320.11	\$ 368.13
Program Manager	15+ years	Professional Registration or Certification	\$ 84.00	\$ 100.00	\$ 160.45	\$ 191.01	\$ 244.45	\$ 291.01	\$ 24.44	\$ 29.10	\$ 268.89	\$ 320.11
Senior Project Manager	15+ years	Professional Registration or Certification	\$ 65.00	\$ 94.00	\$ 124.16	\$ 179.55	\$ 189.16	\$ 273.55	\$ 18.92	\$ 27.35	\$ 208.07	\$ 300.90
Project Manager	5-15 years	Professional Registration or Certification	\$ 48.00	\$ 75.00	\$ 91.68	\$ 143.26	\$ 139.68	\$ 218.26	\$ 13.97	\$ 21.83	\$ 153.65	\$ 240.08
CIVIL ENGINEER / AVIATION												
Intern Engineer	0+ years	H.S. Diploma (or Equivalent)	\$ 16.00	\$ 25.00	\$ 30.56	\$ 47.75	\$ 46.56	\$ 72.75	\$ 4.66	\$ 7.28	\$ 51.22	\$ 80.03
Engineer I	0+ years	Bachelor of Science	\$ 26.00	\$ 45.00	\$ 49.66	\$ 85.95	\$ 75.66	\$ 130.95	\$ 7.57	\$ 13.10	\$ 83.23	\$ 144.05
Engineer II	2+ years	Bachelor of Science, EIT	\$ 34.00	\$ 58.00	\$ 64.94	\$ 110.79	\$ 98.94	\$ 168.79	\$ 9.89	\$ 16.88	\$ 108.84	\$ 185.66
Engineer III	4+ years	Bachelor of Science, Professional Registration	\$ 38.00	\$ 72.00	\$ 72.58	\$ 137.53	\$ 110.58	\$ 209.53	\$ 11.06	\$ 20.95	\$ 121.64	\$ 230.48
Engineer IV	8+ years	Bachelor of Science, Professional Registration	\$ 40.00	\$ 80.00	\$ 76.40	\$ 152.81	\$ 116.40	\$ 232.81	\$ 11.64	\$ 23.28	\$ 128.04	\$ 256.09
Engineer V	14+ years	Bachelor of Science, Professional Registration	\$ 60.00	\$ 99.00	\$ 114.61	\$ 189.10	\$ 174.61	\$ 288.10	\$ 17.46	\$ 28.81	\$ 192.07	\$ 316.91
AVIATION												
Intern Planner	0+ years	H.S. Diploma (or Equivalent)	\$ 16.00	\$ 25.00	\$ 30.56	\$ 47.75	\$ 46.56	\$ 72.75	\$ 4.66	\$ 7.28	\$ 51.22	\$ 80.03
Aviation Planner I	0+ years	Bachelor of Science	\$ 29.00	\$ 47.00	\$ 55.39	\$ 89.77	\$ 84.39	\$ 136.77	\$ 8.44	\$ 13.68	\$ 92.83	\$ 150.45
Aviation Planner II	2+ years	Bachelor of Science	\$ 35.00	\$ 50.00	\$ 66.85	\$ 95.51	\$ 101.85	\$ 145.51	\$ 10.19	\$ 14.55	\$ 112.04	\$ 160.06
Aviation Planner III	4+ years	Bachelor of Science, Professional Certification preferred	\$ 40.00	\$ 65.00	\$ 76.40	\$ 124.16	\$ 116.40	\$ 189.16	\$ 11.64	\$ 18.92	\$ 128.04	\$ 208.07
Aviation Planner IV	8+ years	Bachelor of Science, Professional Certification preferred	\$ 55.00	\$ 70.00	\$ 105.06	\$ 133.71	\$ 160.06	\$ 203.71	\$ 16.01	\$ 20.37	\$ 176.06	\$ 224.08
Aviation Planner V	14+ years	Bachelor of Science, Professional Certification preferred	\$ 65.00	\$ 86.00	\$ 124.16	\$ 164.27	\$ 189.16	\$ 250.27	\$ 18.92	\$ 25.03	\$ 208.07	\$ 275.30
GENERAL, SPECIALTY, & SUPPORT												
Administration I	0+ years	H.S. Diploma (or Equivalent)	\$ 20.00	\$ 27.00	\$ 38.20	\$ 51.57	\$ 58.20	\$ 78.57	\$ 5.82	\$ 7.86	\$ 64.02	\$ 86.43
Administration II	5+ years	H.S. Diploma (or Equivalent)	\$ 21.00	\$ 40.00	\$ 40.11	\$ 76.40	\$ 61.11	\$ 116.40	\$ 6.11	\$ 11.64	\$ 67.22	\$ 128.04
Fire Protection Engineer	5-15+ years	Professional Registration	\$ 45.00	\$ 68.00	\$ 85.95	\$ 129.89	\$ 130.95	\$ 197.89	\$ 13.10	\$ 19.79	\$ 144.05	\$ 217.68
Technical (CADD/GIS) Designer I	0+ years	H.S. Diploma (or Equivalent)	\$ 16.00	\$ 40.00	\$ 30.56	\$ 76.40	\$ 46.56	\$ 116.40	\$ 4.66	\$ 11.64	\$ 51.22	\$ 128.04
Technical (CADD/GIS) Designer II	5+ years	H.S. Diploma (or Equivalent)	\$ 19.00	\$ 43.00	\$ 36.29	\$ 82.13	\$ 55.29	\$ 125.13	\$ 5.53	\$ 12.51	\$ 60.82	\$ 137.65
Technical (CADD/GIS) Designer III	10+ years	Associate Degree, Required Certification & Training	\$ 20.00	\$ 50.00	\$ 38.20	\$ 95.51	\$ 58.20	\$ 145.51	\$ 5.82	\$ 14.55	\$ 64.02	\$ 160.06
Technical (CADD/GIS) Designer IV	10-15 years	Associate Degree, Required Certification & Training	\$ 35.00	\$ 58.00	\$ 66.85	\$ 110.79	\$ 101.85	\$ 168.79	\$ 10.19	\$ 16.88	\$ 112.04	\$ 185.66
Public Involvement Specialist II	5+ years	Bachelor's Degree	\$ 40.00	\$ 50.00	\$ 76.40	\$ 95.51	\$ 116.40	\$ 145.51	\$ 11.64	\$ 14.55	\$ 128.04	\$ 160.06

SAN ANTONIO AIRPORT SYSTEM												
Contract Name												
Project Team Master Billing Rates												
Consultant: RS&H, Inc.												
Labor Category	# Years Experience	Qualifications / Licensing	Raw Rate Range		Overhead		Raw Rate + Overhead		Profit		2023 APPROVED LOADED RATES	
			Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
MANAGEMENT												
Project Executive (Principal)	15+ years	Professional Registration or Certification	\$ 112.50	\$ 159.25	\$ 200.18	\$ 283.37	\$ 312.68	\$ 442.62	\$ 31.27	\$ 44.26	\$ 343.95	\$ 486.88
Project Manager	5-15 years	Professional Registration or Certification	\$ 63.24	\$ 83.22	\$ 112.53	\$ 148.08	\$ 175.77	\$ 231.30	\$ 17.58	\$ 23.13	\$ 193.35	\$ 254.43
CIVIL ENGINEER / AVIATION												
Engineer I	0+ years	Bachelor of Science	\$ 41.76	\$ 48.37	\$ 74.31	\$ 86.07	\$ 116.07	\$ 134.44	\$ 11.61	\$ 13.44	\$ 127.67	\$ 147.88
Engineer II	2+ years	Bachelor of Science, EIT	\$ 51.03	\$ 65.21	\$ 90.80	\$ 116.03	\$ 141.83	\$ 181.24	\$ 14.18	\$ 18.12	\$ 156.02	\$ 199.37
Engineer III	4+ years	Bachelor of Science, Professional Registration	\$ 67.22	\$ 76.25	\$ 119.61	\$ 135.68	\$ 186.83	\$ 211.93	\$ 18.68	\$ 21.19	\$ 205.51	\$ 233.12
Engineer IV	8+ years	Bachelor of Science, Professional Registration	\$ 78.27	\$ 82.31	\$ 139.27	\$ 146.46	\$ 217.54	\$ 228.77	\$ 21.75	\$ 22.88	\$ 239.30	\$ 251.65
Engineer V	14+ years	Bachelor of Science, Professional Registration	\$ 86.91	\$ 101.00	\$ 154.65	\$ 179.72	\$ 241.56	\$ 280.72	\$ 24.16	\$ 28.07	\$ 265.71	\$ 308.79
CONSTRUCTION MANAGEMENT												
Project Coordinator	5+ years	Associate Degree, Required Certification & Training	\$ 46.03	\$ 49.52	\$ 81.91	\$ 88.12	\$ 127.94	\$ 137.64	\$ 12.79	\$ 13.76	\$ 140.73	\$ 151.40



Contract Name	
Project Team Master Billing Rates	

Consultant:	Field Driven Lean, LLC
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			Raw Rate Range	Overhead	Raw Rate +	Profit	2023 APPROVED
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[illegible]

## ATTACHMENT 3

### REQUIRED FEDERAL CONTRACT PROVISIONS

As used in this Exhibit, the terms “contractor” or “Contractor” shall refer to “Consultant”.

#### I. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

#### **IV. FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **V. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **ATTACHMENT 4**

### **CONSULTANT AND CONTRACTOR REIMBURSIBLE EXPENSE POLICY**

#### **Consultant And Contractor Reimbursable Expense Policy**



**City of San Antonio**

Reimbursable Expense Policy Table of Contents
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- 1. General Information**
  - 1.1 Introduction
  - 1.2 Scope
  - 1.3 Policy
  - 1.4 Definitions
  - 1.5 Reimbursements
  - 1.6 Interrupted Itinerary
- 2. Transportation Expenses**
  - 2.1 Guideline
  - 2.2 Air Travel
  - 2.3 Travel by Private Automobile
  - 2.4 Travel by Private Aircraft
  - 2.5 Rental Cars
  - 2.6 Ground Transportation
- 3. Living Expenses**
  - 3.1 Lodging
  - 3.2 Non-Commercial Lodging
  - 3.3 Meals Expense
  - 3.4 Incidental Expenses
  - 3.5 Extended Travel Daily and Lodging Allowances
- 4. Relocation Assistance**
  - 4.1 Requirements
  - 4.2 Limitations
  - 4.3 Allowable Expenses in General
  - 4.4 Travel Expenses by Car
  - 4.5 Household Goods and Personal Effect Expense
  - 4.6 Storage Expenses
  - 4.7 Travel Expenses
  - 4.8 Non-reimbursable Relocations Expenses
  - 4.9 Relocation Assistance Recovery
- 5. Miscellaneous Expenses**
  - 5.1 General
  - 5.2 Telephone Calls
  - 5.3 Local Business Meetings
- 6. Travel Expense Settlement**
  - 6.1 Reimbursement
  - 6.2 Right to Audit



<b>Consultant &amp; Contractor Reimbursable Expense Policy</b>
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## **1. GENERAL**

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### **1.1 Introduction**

This Consultant & Contractor Reimbursable Expense Policy (the "Policy") contains the guidelines for reimbursement of reasonable expenses incurred by Consultants and contractors (both of which shall hereinafter be referred to as "Consultant") 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 Consultants 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 Consultant shall be responsible for ensuring that all subcontractor or sub-consultants adhere to this Policy.

The Consultant 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. Consultant is expected to exercise good judgment in the type and amount of expense incurred.

For travel expenses, Consultant is expected to plan in advance of the departure date to obtain lowest cost fares, rates and accommodations. In addition, Consultant 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 Consultant employee leaves their home, office, or other authorized point and ends on the day and time the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant while engaged in activities outside the scope of the Consultant 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 Consultant 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**

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### **2.1 Guideline**

Consultant 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. Consultant 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), Consultant 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 Consultant's expense will not require advance approval. However, Consultant 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 Consultant had not extended the trip.

In determining if an extended stay will result in any cost savings, Consultant 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 Consultant. 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 Consultant, reimbursement of transportation costs by private automobile shall not exceed the documented amount of airfare Consultant would have paid had the Consultant traveled by air.

#### ***Reimbursement for Travel To or From a Common Carrier Terminal***

When a Consultant 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. Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant 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. Consultants 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 Consultant 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**

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### **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. Consultants 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.

Consultant 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 Consultant employee, reimbursement is limited to the cost that would have been incurred had the Consultant been traveling alone.

### **3.2 Non-Commercial Lodging**

Consultant 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:

<b>Beginning of "Official Travel Time"</b>		<b>Ending of "Official Travel Time"</b>	
<b>Date of Departure</b>		<b>Date of Departure</b>	
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 Consultant 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 Consultant 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 Consultant'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 Consultant committing to any extended lodging arrangement.

## **4. Relocation Assistance**

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### **4.1 Requirements**

Relocation assistance is generally not provided to Consultants. However, in rare Aviation Department agreements, relocation of key personnel may be allowed for long term capital projects. The expenses related to the Consultant 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 Consultant 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 Consultant 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:

<b>Relocation Assistance Limitations</b>		
<b><i>Personnel Type</i></b>	<b><i>The lower of:</i></b>	
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**

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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 Consultant 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 Consultant's employee and the employee leaves the Consultant's employment before six (6) months of relocation, the City will be entitled to recovery the full amount of the relocation assistance paid from Consultant.

### **5. Miscellaneous Expenses**

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#### **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-Consultants.
- 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 Consultant 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**

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## **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 Consultant being reimbursed.
- Name of Consultant 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.