

**STATE OF TEXAS
COUNTY OF BEXAR
OF SAN ANTONIO**

PROFESSIONAL SERVICES AGREEMENT

AIRFIELD ENGINEERING DESIGN SERVICES

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

**Kimley-Horn & Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, TX 78216-5595**

an Engineer duly licensed and practicing under the laws of the State of Texas (hereafter referred to as "Consultant") (City and Consultant hereafter individually referred to as "a Party" and collectively referred to as "the Parties"), said Agreement being executed by City pursuant to City Charter, Ordinances and Resolutions of the San Antonio City Council, and by Consultant for **AIRFIELD ENGINEERING DESIGN SERVICES** set forth herein in.

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ARTICLE I. DEFINITIONS

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

- 1.1 “Agreement” is this written document signed by City and Consultant, including any other document itemized and expressly referenced in, or attached to, and expressly made part of this Agreement, to include Consultant’s proposal, to the extent accepted by City and not in conflict with the **Articles** of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Fee Schedule
Exhibit C	Federal Contract Provisions
Exhibit D	Travel & Expense Policy
Exhibit E	DBE Compliance and Enforcement
Exhibit F	General Conditions for City of San Antonio

- 1.2 “Airport” means the San Antonio International Airport.
- 1.3 “Application for Compensation” means written form for a request from Consultant to be paid for completed work.
- 1.4 "City" means City of San Antonio, Texas.
- 1.5 “Claim” is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of this Agreement terms, payment of money and/or extension of time or other relief, with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between City and Consultant arising out of, or relating to, this Agreement.
- 1.6 “Compensation” means amounts paid for services under this Agreement.
- 1.7 "Consultant" means Kimley-Horn & Associates, Inc. (Kimley-Horn) and its officers, partners, employees, agents and representatives, and all Sub-Consultants, if any, as well as all other persons or entities for which Consultant legally is responsible.
- 1.8 "Director" means the Director of City’s Aviation Department (hereafter referred to as “Aviation”) or his/her designee.
- 1.9 “FAA” means Federal Aviation Administration.
- 1.10 "Project" means planning, design/engineering and construction administration services for several airfield projects for the San Antonio International Airport.
- 1.11 “Project Management Team” means the assigned City staff overseeing the management of the Project. The Project Management Team typically includes a Project Manager and his or her staff.

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

ARTICLE II. COMPENSATION

- 2.1 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 **TEN MILLION FOUR HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED NINETY SIX AND 00/100 DOLLARS (\$10,444,796.00)**. Consultant acknowledges that such not to exceed fee shall be sufficient compensation for all services 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 TEN MILLION FOUR HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED NINETY SIX AND 00/100 DOLLARS (\$10,444,796.00) without further amendment(s) to this Agreement. 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.

2.2 Reimbursable Expenses

When authorized by City in writing, the Consultant shall be entitled to reimbursement at actual incurred cost for services and related expenses 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 **Exhibit D** Aviation Department Consultant Travel and Expense Policy. No travel within the SAMSA is reimbursable.

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.

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

2.3 Sub-Consultant Work

City shall not pay a markup for Sub-Consultant work.

ARTICLE III. METHOD OF PAYMENT

- 3.1 Consultant shall bill all services in accordance with the hourly rates set out in **Exhibit B, 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 category, 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 D** 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.
- 3.2 Included in **Exhibit B, 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.
- 3.3 Payments to Consultant shall be in the amount shown on the invoices and its supporting documentation submitted and shall be subject to City's approval. All services shall be performed in accordance with the professional standard of care set forth in **Article 20** and to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director. The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.
- 3.3.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service, as set out in **Exhibit A**.
- 3.4 Consultant shall, within ten (10) calendar days following receipt of Compensation from City, pay all bills for services performed and furnished by Sub-Consultants, in connection with the Project and the performance of the work, and shall 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.

- 3.5 Consultant warrants title to all services covered by an Application for Payment shall pass to City no later than the time of payment. Consultant further warrants, 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.**
- 3.6 City may withhold compensation to such extent as may be necessary, in City's reasonable opinion, to protect City from damage or loss for which Consultant is responsible, because of:
- 3.6.1 Delays in the performance of Consultant's work, except for delays excused pursuant to Article 5.3;
 - 3.6.2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to City is provided by Consultant;
 - 3.6.3 Failure of Consultant to make payments properly to Sub-Consultants or vendors for labor, materials or equipment;
 - 3.6.4 Reasonable evidence Consultant's work cannot be completed for the amount unpaid under this Agreement;
 - 3.6.5 Damage to City; or
 - 3.6.6 Persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.
- 3.7 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld shall be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this **Article 3**.
- 3.7.1 In the event of any dispute(s) between the Parties, regarding the amount properly compensable for any Phase 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.

- 3.7.2 City shall make final compensation of all sums due Consultant not more than thirty (30) calendar days after Consultant's execution and delivery of a final Pay Application.
- 3.7.3 Request 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.
- 3.8 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.
- 3.9 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.

ARTICLE IV. SCOPE OF SERVICES

- 4.1 Consultant shall provide engineering services in connection with the Project, including all associated services required for Consultant to provide such services pursuant to this Agreement, along with all services which normally would be required by law or common due diligent practice as more specifically outlined in **Exhibit A**, Scope of Services.
- 4.2 Consultant shall comply with all laws, rules and regulations to include the standards of FAA's Advisory Circulars, FAA Orders and other regulatory guidance throughout the duration of the subject Project and this Agreement.
- 4.3 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.
- 4.4 Consultant acknowledges and accepts its responsibilities as "*Design Consultant*" as defined and described in **Exhibit F** City's General Conditions for City of San Antonio Construction Contracts.
- 4.5 Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as requested by City. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

- 4.6 Consultant shall not commence services authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed.
- 4.7 In the event Consultant desires to replace key personnel, including but not limited to project managers and task leaders, assigned to the Project, Consultant shall replace such key personnel with a person having the same or greater level of experience and expertise. Consultant shall obtain City's prior approval for any proposed substitution for a key position. 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
- 4.8 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.
- 4.7 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.
- 4.8 Revisions to the drawings, reports, or other documents, including additional submittals, that result from the Consultant not complying with the requirements of the standards set out in the FAA's Advisory Circulars, FAA Orders or other such regulatory guides or not adhering to a level of quality consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances shall be made at no additional expense to the City.

ARTICLE V. TIME AND PERIOD OF SERVICE

- 5.1 The term of this Agreement shall commence upon its approval by the San Antonio City Council and its execution by both Parties.
- 5.2 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations for the services under this Agreement in a prompt and continuous manner, so as to not delay the Project. City shall perform its obligations of review and approval in a prompt and continuous manner so as to not delay the Project.

- 5.3 Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond Consultant's reasonable control. Within twenty one (21) calendar days from the occurrence of any event, for which time for performance by Consultant shall be significantly extended under this provision, Consultant shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines Consultant is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement.
- 5.4 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.

ARTICLE VI. COORDINATION WITH CITY

- 6.1 Consultant shall hold periodic conferences with City through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Consultant in this coordination, City shall make available, for Consultant's use in planning and designing the Project, all existing plans, maps, statistics, computations and other data in City's possession, relative to this particular Project, at no cost to Consultant. However, any and all such information shall remain the property of City and shall be returned by Consultant to City upon termination or the completion of the Project or if instructed to do so by the Director.
- 6.2 The Director or his/her representative shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director 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.
- 6.3 City promptly shall give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, or any development affecting the scope or timing of Consultant's services.
- 6.4 Unless otherwise required by City, City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Consultant shall provide City reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by Consultant pursuant to other provisions of the Agreement, but Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE VII. 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.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

- 8.1 All documents, including, but not limited to, drawings, estimates, specifications and all other documents and data (hereinafter "Documents"), previously owned by Consultant, shall remain the property of Consultant as instruments of service. However, it is to be understood City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, without specific written verification or adaptation by Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.
- 8.2 Any and all Documents in whatever form and character created by Consultant pursuant to the provisions of this Agreement and pertinent to the services rendered hereunder 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
- 8.3 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.
- 8.4 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 (except to the extent prohibited by applicable law, regulation, or legal process and except to the extent copies are retained in automated archiving or back-up systems).

- 8.5 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.**
- 8.6 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.
- 8.7 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.
- 8.8 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by

Consultant or its suppliers in the course of delivering the services hereunder, and any know-how, methodologies or processes used by 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.

- 8.9 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.

ARTICLE IX. TERMINATION AND/OR SUSPENSION OF SERVICES

9.1 Right of Either Party to Terminate for Default

9.1.1 This Agreement may be terminated by either Party for substantial failure by the other Party to perform, through no fault of the terminating Party, in accordance with the terms of this Agreement and a failure to cure as provided in this **Article 9**.

9.1.2 The Party not in default must issue a written and signed Notice of Termination, citing this **Article 9.1.2**, to the other Party declaring the other Party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the Party in receipt shall have a period of ten (10) calendar days to cure any failure to perform under this Agreement. Upon the completion of said ten-day period, commencing upon receipt of Notice of Termination, if such Party has not cured any failure to perform, such termination shall become effective without further written notice.

9.2 Right of City to Terminate

City reserves the right to terminate this Agreement, for reasons other than substantial failure by Consultant to perform, by issuing a signed Notice of Termination, citing this **Article 9.2**, which shall take effect on the twentieth (20th) calendar day following receipt of said notice or upon the scheduled completion date of the performance phase in which Consultant then currently is working, whichever effective termination date occurs first. 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.

9.3 Right of City to Suspend Giving Rise to Right of Consultant to Terminate

9.3.1 City reserves the right to suspend this Agreement at any time with or without cause for the convenience of City by issuing a written and signed notice of suspension, citing this **Article 9.3.1**, which shall outline the reasons for the suspension and the

expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of calendar days of suspension shall occur. Such suspension shall take effect immediately upon receipt of said notice of suspension by the Consultant.

9.3.2 Consultant hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) calendar days. Consultant may exercise this right to terminate by issuing a signed, written Notice of Termination, citing this **Article 9.3.2**, to City after the expiration of one hundred twenty (120) calendar days from the effective date of the suspension. Termination, pursuant to this **Article 9.3.2**, shall become effective immediately upon receipt of said written notice by City.

9.4 **Procedures Consultant shall to follow upon Receipt of Notice of Termination**

9.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform within the cure period set out hereinabove, Consultant immediately shall begin the phase-out and the discontinuance of all services, in connection with the performance of this Agreement, and shall proceed promptly to cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate. Within thirty (30) calendar days after receipt of such Notice of Termination, unless Consultant successfully has cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

9.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City, as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in **Article IX**.

9.4.3 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City shall promptly pay Consultant.

9.4.4 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 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.

9.4.5 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 Consultant otherwise may be entitled to for services performed under this Agreement.

9.4.6 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.

9.5 **Procedures Consultant to Follow upon Receipt of Notice of Suspension**

9.5.1 Upon receipt of written notice of suspension, which date shall also be the effective date of the suspension, Consultant shall, unless the notice of suspension otherwise directs, cease all services being performed by Consultant, or any of its subcontractors, pursuant to this Agreement and shall promptly proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

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

9.5.3 Copies of all completed or partially completed designs, plans and specifications, prepared under this Agreement prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

9.5.4 In the event Consultant exercises the right to terminate one hundred twenty (120) calendar days after the effective suspension date, within thirty (30) calendar days after receipt by City of Consultant's Notice of Termination, Consultant promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

9.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

9.5.6 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

9.5.7 City, as a public entity, has a duty to document the expenditure of public funds.

9.5.8 Consultant acknowledges this duty imposed upon City. Consultant further acknowledges the failure of Consultant substantially to 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.

ARTICLE X. CONSULTANT'S WARRANTY

Consultant warrants the services required under this Agreement shall be performed with the same degree of professional skill and care typically exercised by similar consulting professionals performing similar services in Bexar County, Texas. Consultant further warrants 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 it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of **Article 10**.

ARTICLE XI. NON-DISCRIMINATION POLICY

11.1 Non-Discrimination

As a Party to a contract with City, 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. Consultant represents and warrants it has complied with City's *Non-Discrimination Policy* throughout the course of this solicitation and Agreement award process and shall continue to comply with said *Non-Discrimination Policy*. As part of said compliance, Consultant shall adhere to City's *Non-Discrimination Policy* in the solicitation, selection, hiring or commercial treatment of Sub-Consultants, vendors, suppliers or commercial customers, nor shall Consultant retaliate against any person for reporting instances of such discrimination. Consultant shall provide equal opportunity for Sub-Consultants, vendors and suppliers to participate in all of its public sector and private sector sub-consulting and supply opportunities, provided nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination which have occurred or are occurring in City's Relevant Marketplace. Consultant acknowledges it understands and agrees a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Consultant from participating in City contracts, or other sanctions. This **Article 11.1** is not enforceable by or for the benefit of, nor creates any obligation to, any third party. Consultant's certification of its compliance with City's *Non-Discrimination Policy*, as submitted to City pursuant to the solicitation for this Agreement, is hereby incorporated into the material

terms of this Agreement. Consultant shall incorporate this clause into each of its Sub-Consultant and supplier agreements entered into, pursuant to City agreements/contracts.

ARTICLE XII. ASSIGNMENT OR TRANSFER OF INTEREST

- 12.1 Consultant shall not sell, assign, pledge, convey or transfer Consultant's interest in this Agreement without the prior written consent of City.
- 12.2 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.
- 12.3 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 9, Termination**.

ARTICLE XIII. INSURANCE REQUIREMENTS

- 13.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "*Airfield Engineering Design 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.
- 13.2 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.

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

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation 2. Employers' Liability	Statutory \$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 f) Damage to property rented by you	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. If AOA access required \$5,000,000 CSL
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

- 13.4 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. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days.

Contractor 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

- 13.5 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- 13.5.1 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;
 - 13.5.2 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;
 - 13.5.3 Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - 13.5.4 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.
- 13.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 13.7 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- 13.8 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- 13.9 It is agreed that Contractor's insurance shall be deemed primary and non-contributory

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

- 13.10 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.

ARTICLE XIV. INDEMNIFICATION

- 14.1 **CONSULTANT WILL FULLY INDEMNIFY and HOLD HARMLESS CITY and its officials, officers, agents, employees, volunteers, directors and representatives (here a f t e r r e f e r r e d t o a s “ i n d e m n i t e e ”) f r o m liabilities or costs, including reasonable attorney fees and defense costs, made upon indemnitee caused by or resulting from any act of negligence, intentional tort, intellectual property infringement or failure to pay a Sub-Consultant, Subcontractor or Supplier committed by Consultant or its Agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this Agreement. This Indemnification shall not apply to any liability resulting from Indemn i t e e ’ s n e g l i g e n c e o r w i l l f u l instances where the negligence or willful misconduct causes personal injury, bodily injury, death or property damage. IF A COURT OF COMPETENT JURISDICTION FINDS CONSULTANT AND CITY JOINTLY LIABLE, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.**
- 14.2 The provisions of this article 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 City in writing within twenty four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant’s activities under this Agreement.

ARTICLE XV. CLAIMS AND DISPUTES

- 15.1 Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if Consultant is not a corporation, then an official of the company authorized to bind Consultant by his/her signature) of Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 15.2 **Time Limit on Claims**

Claims by Consultant must be initiated in writing to City within twenty-one (21) calendar days after the occurrence of the event giving rise to such Claim.

15.3 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City, except as provided for in Article 3.6, shall continue to make payments in accordance with this Agreement.

15.4 Claims for Additional Time

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

15.5 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 shall apply both to claims by Consultant and to claims by City:

15.5.1 No consequential damages shall be allowed; and

15.5.2 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; and

15.5.3 No profit shall be allowed on any damage claim.

15.6 No Waiver of Governmental Immunity

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

15.7 Alternative Dispute Resolution

15.7.1 Continuation of Services Pending Dispute Resolution

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

15.7.2 Requirement for Senior Level Negotiations

Before invoking mediation or any other alternative dispute process set forth herein, the Parties agree they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the Parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days, after a Party delivers a written notice of such dispute, then the Parties shall proceed with the 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.

15.7.3 Mediation

- a. In the event City or Consultant shall contend the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.
- b. Request for mediation shall be in writing and shall request mediation commence not less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both Parties.
- c. In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) calendar days following the date of the request for mediation, all conditions precedent in this **Article 15** shall be deemed to have occurred.
- d. The Parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Bexar County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement shall be deemed consent to suit.

15.7.4 Consultant and City expressly agree that, in the event of litigation, both parties waive rights to payment of attorneys' fees that might otherwise be recoverable pursuant to the Texas Civil Practice and Remedies Code Chapter 38, Texas Local Government Code Section 271.153, the Prompt Payment Act, common law or any other provision for payment of Attorneys' fees.

ARTICLE XVI. SEVERABILITY

If, for any reason, any one or more paragraphs of this Agreement are held invalid or

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

ARTICLE XVII. INTEREST IN CITY CONTRACTS PROHIBITED

- 17.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to Sub-Contracts on City projects.
- 17.2 Consultant acknowledges it is informed 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. Consultant's 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:
- 17.2.1 A City officer or employee;
 - 17.2.2 A City officer or employee's parent, child or spouse;
 - 17.2.3 A business entity in which City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10)% or more of the fair market value of the business entity; or
 - 17.2.4 A business entity in which any individual or entity above listed is a subconsultant or subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 17.3 Consultant warrants and certifies, and this Agreement is made in reliance thereon, Consultant, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XIII. TEXAS GOVERNMENT CODE §2270.002

- 18.1 **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:

- does not boycott Israel; and
- will not boycott Israel during the term of the contract.

"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.

"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.

By 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 to be false, City may terminate the contract for material breach.

- 18.2 **Texas Government Code §2252.152** provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Consultant hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City.

City hereby relies on Consultant's certifi is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

ARTICLE XIX. CONFLICTS OF INTEREST DISCLOSURE

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 shall constitute a violation of City's Ethics Code. To be "associated" in a business venture or business dealings includes: a) being in a partnership or joint venture with a City officer or employee; b) having a contract with a City officer or employee; c) being joint owners of a business with a City officer or employee; d) owning at least ten percent (10%) of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or e) having an established business relationship with a City Officer or employee as a client or customer.

ARTICLE XX. STANDARD OF CARE/LICENSING

- 20.1 Services provided by Consultant under this Agreement shall be performed in a manner consistent with the degree of care and skill ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.
- 20.2 Consultant shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.
- 20.3 Consultant acknowledges the Texas Board of Professional Engineers, 1917 IH-35 South, Austin, Texas 78741, (512) 440-7723 and/or the Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000 has licensing jurisdiction over individuals licensed under Title 22 of the Texas Administrative Code.

ARTICLE XXI. RIGHT OF REVIEW AND AUDIT

- 21.1 Consultant grants City and its designees the right to audit, examine or inspect, at City's election, all of Consultant's Records relating to the performance of Work under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination or inspection of Consultant's Records may be performed by a City designee, which may include its internal auditors, or an outside representative engaged by City. Consultant agrees to retain Consultant's 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.
- 21.2 "Consultant's Records" shall include any and all information, materials and data of every kind and character generated as a result of the Work under any Task Order and 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 City's sole judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.
- 21.3 City agrees that it will exercise its right to audit, examine or inspect Consultant's Records only during regular business hours. Consultant agrees to allow City and City's designee access to all of Consultant's Records, Consultant's facilities and the 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 workspace necessary to City or its designees to conduct such audits,

inspections or examinations.

- 21.4 Consultant shall include this audit clause in any Sub-Consultant and Subcontractor, Supplier or vendor contract.

XXII. AIRPORT SECURITY

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.

ARTICLE XXIII. RESERVED

ARTICLE XXIV. VENUE

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

ARTICLE XXV. NOTICES

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

If intended for City, to:

City of San Antonio
Attn.: Director of Airports
9800 Airport Blvd., Mezzanine
San Antonio, TX 78216

If intended for Consultant, to:

Kimley-Horn & Associates, Inc.
Arthur Morton, Sr. Vice President
601 NW Loop 410, Suite 350
San Antonio, TX 78216-5595

ARTICLE XXVI. INDEPENDENT CONTRACTOR

26.1 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.

- 26.2 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.

ARTICLE XXVII. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.

- 27.6 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.
- 27.7 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.
- 27.8 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.
- 27.9 The Consultant shall comply with the DBE Compliance and Enforcement Policy attached hereto as **Exhibit E**.
- 27.10 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.

ARTICLE XXVIII. INTERNSHIP PROGRAM

Consultant shall establish, manage and supervise an internship program in association with this Project. Consultant shall provide at least two (2) paid internships per year to work on the Project for the duration of the Project. The interns shall be students enrolled in college or graduate school programs that are relevant to work being performed by Consultant in furtherance of the Project. Each internship shall be a minimum of three (3) months in duration and at least 20 hours per week. The requirement to engage interns shall not be imposed by Consultant on any subconsultants.

ARTICLE XXIX. CAPTIONS

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

ARTICLE XXX. CONTRACT CONSTRUCTION

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

ARTICLE XXXI. NON-WAIVER OF PERFORMANCE

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.

ARTICLE XXXII. FAMILIARITY WITH LAW AND CONTRACT TERMS

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

ARTICLE XXXIII. ATTORNEY FEES

The Parties hereto expressly agree neither Party shall be responsible for payment of attorney's fees pursuant to Texas Civil Practice and Remedies Code Chapter 38, Texas Local Government Code §271.153, common law or any other provision for payment of attorney's fees. Both Parties hereto expressly waive any claim to attorney's fees, should litigation result from any dispute in this Agreement.

ARTICLE 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.

Signature page follows

Executed by City and effective on this _____ day of _____, 2022.

CITY OF SAN ANTONIO

CONSULTANT

By: _____
Erik Walsh
City Manager

DocuSigned by:
Arthur J. Morton, Jr.
By: _____
3D85D888D5A644B...
Arthur Morton
Sr. Vice President

Federal Tax ID#: 56-0885615

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

(Shall include the role and responsibilities of Consultant, as detailed in City's General Conditions attached hereto)

Consultant hereby agrees and acknowledges if anything contained in this Exhibit A Scope of Services conflicts with this Agreement and/or Exhibit F City's General Conditions for City of San Antonio , this Agreement and/or City's General Conditions for City of San Antonio Construction Contracts shall take precedence and control.

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Scope of Services

General Project Description

The Scope of Services (Work) for the Airfield Engineering Design Services (AEDS) project includes planning, environmental and airspace analysis, preliminary engineering, design, bid, and construction phase services for the reconstruction and rehabilitation of several areas of pavement throughout San Antonio International Airport (SAT or Airport), which is owned by the City of San Antonio (City) and operated by the City's Aviation Department. The various components will be completed as the studies are completed and available funding is allocated. It is anticipated the program will span a minimum duration of 5-years from Notice to Proceed.

The following describes the known Major Program Elements that are included in this agreement.

- Runway 13R-31L Keel Reconstruction and Outboard Rehabilitation project
 - Reconstruction of the existing keel (Center 50 feet) of Runway 13R-31L
 - Install new centerline lighting in the final location considering Runway 13R-31L the approved and justified runway length determination
 - Groove new pavement to match existing grooving.
 - Evaluation of the side sections (Outer 2 lanes of pavement either side of the centerline of Runway 13R-31L)
 - Recommend rehabilitation alternatives for the side sections
 - Develop plans and specifications to mitigate any condition shown on existing pavement
 - Pave new runway shoulders full length on Runway 13R-31L
 - Adjust runway edge lighting to match newly paved shoulders
 - Grade outside of new shoulders to match existing grade

- Runway 13R-31L Safety Enhancement project
 - Shift/lengthen/decouple Runway 13R-31L from Runway 4-22
 - Construct a possible midfield taxiway / alternate landing surface (to facilitate construction of the shift/lengthen/decouple work)

- Shift/lengthen Runway 13R-31L to its maximum justified length configuration (Northwest) as the first phase of development for the Runway 13R-31L Safety Enhancement Project
 - Determine justified length requirement for Runway 13R-31L
 - Identify Connecting Taxiway locations based on the justified and approved condition
 - Determine length of existing runway to be reconstructed with the shift/extension
 - Construct shift/extension of Runway 13R-31L, Taxiway G, Taxiway H, and associated connecting taxiways
 - Install new runway edge lights and new centerline lights
 - Relocate Federal Aviation Administration (FAA) Navigation Aids (NAVAIDs)
 - Groove new runway

- Analyze grading requirements to meet the new locations of the NAVAIDs
- Install new adjusted light lane across Highway 281
- Install blast fence or alternate solution for NAVAID(s)
- Analyze airspace impacts to Joint Base San Antonio for proposed construction alternatives included possible midfield taxiway/alternate landing surface

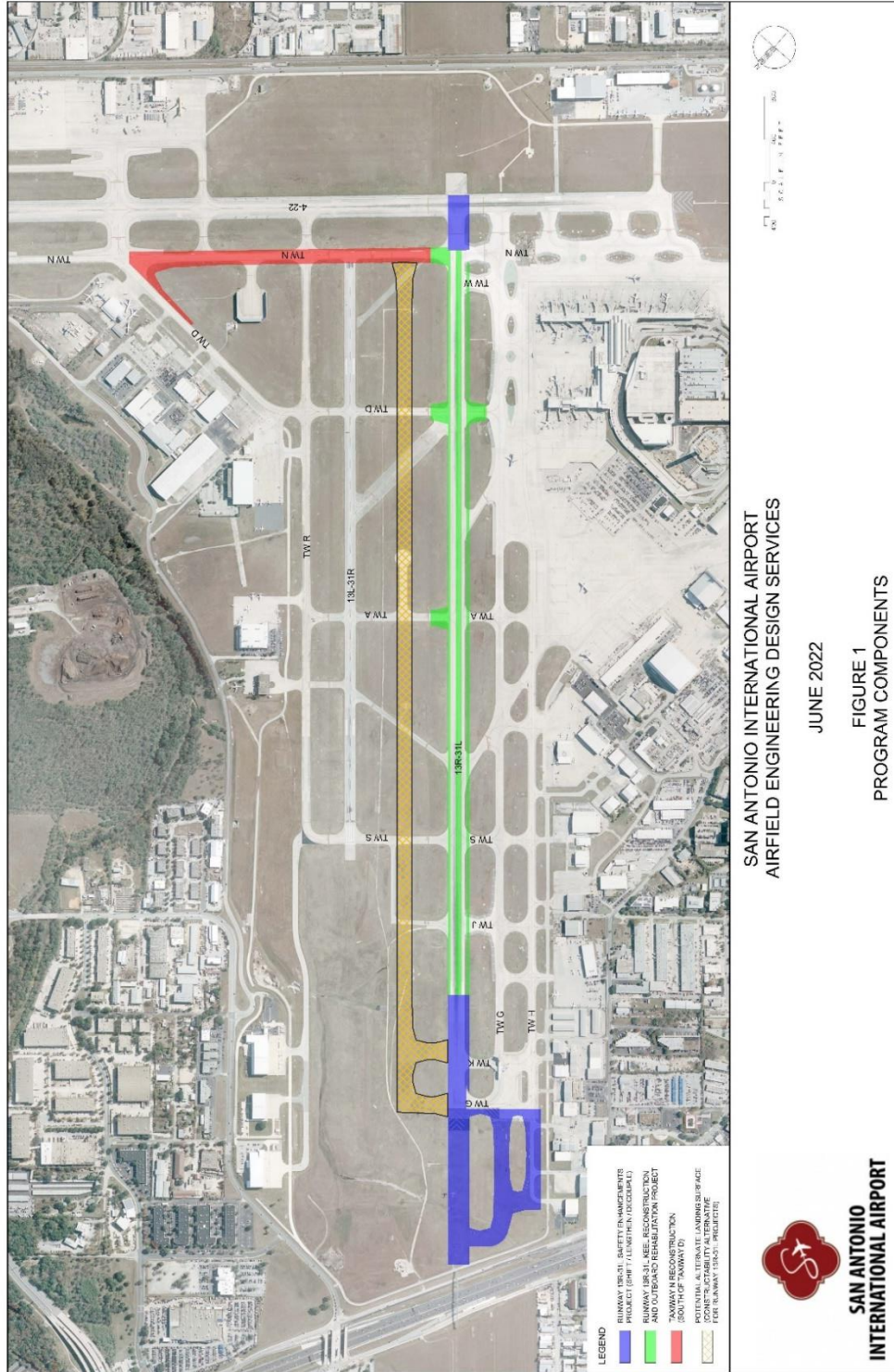
In the event that the City is awarded additional grant funding from the FAA, the following project shall be funded and refined via an amendment to the Agreement.

- Reconstruct / potentially relocate Taxiway N from the north edge of Runway 13R-31L to Taxiway D – matching existing pavements
 - Potentially relocate the centerline of Taxiway N to the east by 50 feet to gain an additional 50 feet of Runway 13R-31L length
 - Install new geometrics to match into all connecting taxiways and Runway 13L-31R
 - Install new shoulders and new lighting for the reconstructed Taxiway

In addition to the design portions of the program, there will be an advanced planning component to aid in the determination of justified runway length beyond the necessary shift to accommodate the decouple from Runway 4/22. The planning component will also evaluate runway safety, analyze decouple options and constructability alternatives including an alternate landing surface, and develop the purpose and need for the project. Further components of the planning and airspace analysis are shown in **Part 1**. An environmental assessment will be performed on the recommended runway shift/lengthen alternative and associated construction alternatives.

- **Figure 1** illustrates the proposed project limits of pavements identified for this project but does not identify the limits or extent of possible utility impacts. The Aircraft Design Group (ADG) for this project will be confirmed per the fleet mix evaluation being prepared by comparing the recently completed Airport Layout Plan (ALP), pending FAA approval, with the Taxiway Design Groups (TDG) being determined based on the latest FAA Advisory Circulars.

Figure 1



Overall Scope of Services

The Work for the projects includes planning, environmental and airspace analysis, preliminary engineering, design, bid, and construction phase services for the reconstruction and rehabilitation of several areas of pavement throughout the Airport. The Work is described in the following Parts.

Formatting standards for all drawings, documents, and reports will comply with the latest standards 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 the Aviation Department (Aviation or Airport) for its use. The AutoCAD 2022 software for drawings and the latest version of the Microsoft Word and Excel software for word processing will be utilized in association with this project. Microsoft Project, Microsoft PowerPoint, Paver, and ESRI will be used as necessary for various tasks. All Work by 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 Work has been divided into six (6) parts and specific program elements are to be constructed as the studies are completed and available funding is allocated. However, based on available funding the project could be extended.

Part 1 Advanced Planning – This part consists of a series of analyses and studies necessary to advance the Runway Safety Enhancement Project. The following analyses and studies are included:

- Refreshing Aviation forecasts by analyzing near-term fleet mix scenarios
- Determine the required runway shift to decouple Runway 13R/31L and Runway 4/22
- Runway length justification beyond the required shift to decouple the two runways
- Airfield alternatives development, evaluation, and refinement for construction
- Airspace analysis and procedures
- Runway Safety Area determination

Part 2 Environmental Planning – National Environmental Policy Act (NEPA) evaluation of the proposed plan and alternatives resulting from Part 1 Advanced Planning.

Part 3 Design Phase Services – 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 (if required). Many of these items will be completed along with each bid package and alternatives developed for construction.

Part 4 Bid Phase Services – The Bid Phase services will be subject to the project delivery

method selected for each package. This part will consist of preparing and issuing the bid packages, developing a construction industry outreach, attending and conducting the pre-bid meeting, providing clarifications to bidders, responding to written questions, preparing addenda, attending bid opening, evaluating 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 phase services and project closeout amendment will be finalized.

Part 5 Construction Phase Services – This part will consist of administrative, pre-construction, and on-site observation tasks during construction of individual projects.

Part 6 Project Closeout – This part will consist of post-construction administrative tasks, including development of a final construction closeout report and assistance with City closeout processes.

Part 1 Advanced 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.

Project Initiation and Quality Workshop

Consultant will lead the on-site project initiation (or kickoff) meeting to include Consultant's key staff and include meetings with the Airport and Air Traffic Control Tower (ATCT) personnel. The kickoff will include field reconnaissance of the site.

Consultant will also prepare for and host a separate on-site Quality Workshop that will consist of preparing an agenda, coordinating invitees, providing meeting notices, preparing handouts and workshop materials, conducting the meeting, key staff attending the meeting, and preparing and distributing workshop summary notes.

Deliverables:

- An initial agenda will be distributed for review prior to the workshop
- Workshop summary notes and other results will be developed and forwarded to attendees for review and comment

Work Planning

Consultant shall develop a program work plan with individual projects for project team use in the execution of the project. The project team shall be comprised of both Consultant and Aviation staff. The project work plan shall include, but is not limited to, the following: the Work, terms and conditions, program and project schedules, a quality control plan, and an organizational chart, which chart shall identify each team member, their role and contact information, and lines of communication. The schedule(s) shall identify the internal and external deadlines and the schedule of quality control input and reviews. The schedule(s) shall be updated semi-monthly (twice a month) and distributed to the project team. The Consultant will provide support efforts to the Airport for the development of updates to the City Capital Improvement Plan (CIP) and FAA Airport Capital Improvement Plan (ACIP). It is estimated that there will be up to four (4) meetings annually.

Deliverables:

Consultant shall submit one bound copy and one electronic copy of the work plan to the Airport in draft form within two weeks of the Notice to Proceed (NTP). Consultant shall submit one electronic copy of the final work plan incorporating the Airport's comments within one week of receipt of the comments. Consultant shall update the work plan as needed and shall store the work plan on the project website or other shared access platform as determined by the Airport.

1.2 Program Coordination

Consultant program manager and support staff shall coordinate with the Airport project management and public relations staff with regular meetings to inform internal and external stakeholders. Meeting frequency will be defined based on Major Project Elements and package definition. Coordination efforts will consist of meeting agenda and PowerPoint presentation development. Presentations may consist of program updates, program element updates, construction package updates (progression of planning, design, and/or construction), major milestones, Program Schedule, and industry engagement. Program coordination efforts will be performed by Program Manager, Program Controls, and Program Scheduler, defined under Part 1.10, and supported by technical, administrative, and other support personnel.

Deliverables:

Meeting agendas, meeting notes, project presentation materials, update project documentation library, exhibits, and compilation of identified action items and subsequent tracking.

1.3 Program Schedule

Based on consultation with the Airport for internal and external deadlines and known scheduling requirements, Consultant shall develop a critical path schedule for the overall program and the program elements. An initial project schedule shall be presented to the Airport at the project kickoff meeting and included in the meeting minutes for the kickoff. This schedule will then be updated prior to each meeting and included on the project website.

Schedule critical dates shall be based on information identified in each Work phase. Consultant shall coordinate with Airport, internal stakeholders, and external stakeholders to establish and adjust project milestones for each task throughout the duration of Parts 1 and 2 of the Work.

Deliverables:

Consultant shall submit to Airport eight copies of an 11”x17” bar chart schedule, developed using Microsoft Project. All tasks identified in this scope shall be included in the schedule. The schedule shall be updated with each meeting, delivered to the project team in hard copy, and posted in PDF form on the project shared site. Consultant shall provide schedules in a different format at the Airport’s request on an as needed basis.

1.4 FAA Coordination Meetings

Consultant shall coordinate and host meetings with the FAA Airports District Office (ADO) staff to obtain high-level and design-level input on the advanced planning and environmental planning portions of this program under Parts 1 and 2 of this Work. Consultant shall engage the FAA ADO on a regular basis to discuss program, document decisions and concurrence, and strategize the overall progression of the program. The Consultant shall assist Aviation in the preparation of the ACIP and attend ACIP and program meetings on site at the ADO/Regional office quarterly for the duration of Parts 1 and 2 of this Work.

Deliverables:

Meeting agendas, meeting notes, project presentation materials, update project documentation library, exhibits, and compilation of identified action items and subsequent tracking

1.5 Airport Stakeholder Coordination Meetings

Consultant shall coordinate and host up to six on-site meetings with key airport stakeholders for advanced planning specific needs to provide a high-level update and engagement on the program for Parts 1 and 2 of this Work. Consultant shall engage specific and/or groups of stakeholders on the solicitation of required input, concurrence, and decisions.

Deliverables:

Meeting agendas and handouts, meeting notes, project presentation materials, update project documentation library, exhibits, and compilation of identified action items and subsequent tracking, and uploaded to the project shared site.

1.6 Monthly Coordination Meetings

Once a month for the duration of Parts 1 and 2 of this Work, Consultant shall coordinate and attend a meeting with the Airport and Consultant's key staff for general program coordination. These meetings shall include the stakeholders associated with this project including City and Airport team members, FAA tower and ADO staff, and the Consultant project team members to resolve questions and obtain answers to clarify planning considerations and operational impacts of the project. The overall program and individual program element schedules shall be reviewed at each meeting including the program element current status and/or package completion and review of major milestone dates. Meeting agendas shall also include identified planning items considered critical to the implementation of the program and program elements. Analyses, reports, alternatives, investigations, workshops, and meetings conducted under separate sub-parts will be summarized for the monthly meetings to provide the Airport with various options, alternatives, and improvements, and lessons learned which will be considered in preparation of planning documents.

Deliverables:

Agendas, minutes, project milestone schedules, action items, exhibits, or status reports as necessary.

1.7 Airline Manager Meetings

Consultant shall prepare and provide documentation such as presentation materials and talking points for monthly Airline Manager meetings, for Parts 1 and 2 of this Work, to keep them informed of the phases, the planned changes in phases, and potential impacts to air traffic and/or airport operations. Aviation will be prepared for and attended the meetings. Consultant shall include plans and/or exhibits to denote the changes to operations and how this will affect the airlines.

Deliverables:

Presentation documents provided to the airport in electronic format.

1.8 Executive Meetings

Consultant shall host executive-level meetings once per month for the duration of Parts 1 and 2 of this Work and which meetings shall be attended by the Consultant's Program Manager (defined under Part 1.10), project manager, and deputy project manager. These meetings will be attended by senior members of the Airport staff and/or others as directed by Aviation. Consultant shall provide status updates (scope, schedule, budgets), alternatives and recommendations, and solicit executive input. Key Consultant staff including a Senior Aviation Principal as identified in the organizational chart developed under Part 1.1, will be on hand every other meeting to discuss the project as well as additional items as requested by the executives.

Deliverables:

Meeting agendas and handouts, meeting notes, project presentation materials, update project documentation library, exhibits, and compilation of identified action items and subsequent tracking, and uploaded to the project shared site.

1.9 Program Outreach (City Funded)

The Consultant shall develop meeting materials to share information on Program Elements and anticipated future construction packages. These materials will be used for public workshop forums (virtual and in-person) for neighborhood alliances or community organizations, and for Aviation's small business outreach efforts (Industry Day).

Deliverables:

Meeting handouts, project presentation materials, update project documentation library, exhibits, and compilation of identified action items and subsequent tracking for the public workshop forums.

1.10 Program Management Key Staff

All Work shall be coordinated with the Airport staff, and, as directed by Aviation, Airport contractors, Airport tenants, airlines, other stakeholders, external agencies, the Federal Aviation Administration (FAA), and the Transportation Security Administration (TSA). Consultant shall be responsible for compliance with the most current applicable TSA and FAA Advisory Circulars, Orders, and other airport and regulatory guidance documents as well as all federal, state, and local laws. Consultant shall provide the following key staff members for the duration of this Agreement.

Program Manager

For the duration of Parts 1 and 2 of this Work, the Program Manager shall be based in the San Antonio Office and lead the program management services to support, coordinate, and provide multiple levels of program management expertise for the AEDS program at San Antonio International Airport (SAT). The Program Manager will coordinate with

SAT's executive leadership team, Aviation staff, City staff, Project Manager and Deputy Project Manager as defined in the organizational chart developed under Part 1.1, and concurrent SAT programs. The Program Manager will coordinate with the new Construction Development Officer (CDO) and interface with concurrent SAT programs that have technical interface with the AEDS program.

Program Controls

For the duration of Parts 1 and 2 of this Work, the Program Controls professional will travel to SAT as coordinated for execution of the Work and shall maintain program document and controls. Program control personnel will be responsible for maintaining the project website and project data archives. for the Program Controls professional shall implement the mutually agreed to business process and, automated workflows, and will coordinate with the Program Manager and Program Scheduler. The Program Controls professional shall establish document control for metadata and taxonomy requirements; establish workflows for contracts, change orders, payment documentation, estimating, and performance measurement; develop report templates and production for the monitoring of program performance; create and maintain monthly reporting to reflect budget, encumbrances, invoices, DBE participation, cost-to-complete estimates, budget variances, and schedule progression. The Program Controls professional shall monitor and control security rights for the program data storage.

Program Scheduler

For the duration of Parts 1 and 2 of this Work, the Program Scheduler will travel to SAT as coordinated for execution of the Work and shall provide program planning, scheduling, monitoring, performance measurement and reporting, and schedule quality review. Program Scheduler shall provide subject matter expertise on identifying critical path efforts. Program Scheduler shall develop Gantt Schedule documentation using Microsoft Project. The Program Scheduler shall lead the development of a program schedule baseline in coordination with Aviation, Project Manager, and Program Manager. Program Scheduler shall develop timing, durations, and critical path elements from planning through construction and project closeout for the overall program, element, and package schedules. Program Scheduler shall review and analyze design and construction milestones; identify impacts to change in schedule, implement schedule best practices, implement program schedule reporting; and interface with project scheduler support staff.

Deliverables:

An Aviation approved Program Manager, Program Controls, and Program Scheduler will be provided for the specified duration.

1.11 Data Gathering

Record Documentation Review

The Consultant shall gather, review and catalog data and previous airport studies for SAT, including but not limited to:

- 2021 San Antonio International Airport Strategic Development Plan (SDP)
- SAT SDP Airport Layout Plan (ALP)
- 14 CFR Part 150 Noise Exposure Study and Map Update
- Capital Improvement Plan (CIP)
- Runway Incursion Mitigation (RIM) Program presentations
- Safety Enhancement Program presentations
- Existing record drawings, circuit maps, 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 and investigate FAA and Airport systems utility maps to determine location of existing utilities.
- Review and investigate FAA ELD and comm maps to determine location of existing power and communication duct banks, as well as NAVAIDs.

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

Airport Site Visits

Consultant shall perform Airport site visits to gather information about specific systems relative to the . The site visits anticipated are identified below:

- Perform site survey to identify surface features relative to use of existing survey 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
- Airfield Electrical - This work will be limited to what can be verified by surface feature observation of existing lighting and signage infrastructure. This observation shall include entry recording and photography of manhole and hand-hole structures. Observation will include Airfield Lighting Vault to verify CCR capacity/loading.
- FAA NAVAIDs - This work will be limited to what can be verified by surface feature observation of all affected facilities including ALSF, MALS, GS, LOC, RVR, FFM, DME, PAPI. This observation shall include entry recording and photography of manhole and hand-hole structures if applicable.

Local Agency Coordination

Consultant shall coordinate with the following:

- City / Airport, & FAA

- San Antonio Water System (SAWS),
- Franchise utilities (gas, phone, electric, telecommunication, cable),
- Aviation ITSD
- TxDOT
- Private Railroad

Consultant shall interview:

- Airport Operations and Maintenance personnel to determine system 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.
- FAA SSC personnel to determine systems and component preferences, operations standards, verification of or corrections to existing system elements shown on record drawings.
- Selected engineering, operations, and maintenance staff for operational, construction historic issues and construction phasing.

Available utility information will be provided to Consultant in the plans for the contractor. Consultant shall organize and lead a technical workshop with the utility agency representatives to discuss the project, identify current locations, utility easements and identify any potential impacts associated with the projects.

The Airport will provide the Consultant with all available record drawing and additional information for utilities owned or known by the Airport. Consultant will upload all gathered information to the project document library.

1.12 Runway Length Justification

The Consultant will determine the maximum runway length to which Runway 13R-31L can be extended based on both geometric and operational considerations. This task will be conducted in parallel to the Runway Safety Area Determination (RSAD) Study, as defined in Task 1.17.

The Consultant shall include, but not be limited to, the following considerations in determining maximum runway length:

- Geographic extents of airport boundaries and adjacent roadways
- Obstacle environment/Airspace/Precision approaches/Navigational Aids
- Climate change/Temperature/Altitude
- Runway Safety Areas (RSAs)/Runway Object Free Areas (ROFAs)/Runway Obstacle Free Zones (ROFZs)
- Operational Demand
 - Destinations
 - Aircraft fleet mix

- Carriers
 - Standards set forth in Advisory Circular 150/5325-B, *Runway Length Requirements for Airport Design*
 - Previous studies

The Consultant shall create and analyze two (2) concepts in AutoCAD to achieve a maximum runway length for Runway 13R-31L.

Additionally, the Consultant shall validate the runway length requirements determined in the SDP. The Consultant shall use FAA-developed spreadsheet calculators to determine site specific landing and takeoff runway length requirements considering:

- Airport elevation
- Mean maximum daily temperature
- Runway gradient
- Wet conditions (landing only)

The Consultant shall provide the initial analysis and findings to the City and key stakeholders and shall coordinate and conduct a working session to discuss the results and identify potential refinements based on stakeholder input. As a part of this working session, the Consultant shall solicit input, such as policies, rules or operational requirements that may impact analysis of landing and departure lengths by aircraft type and discuss adjustments to calculated lengths based on input received.

The Consultant shall engage in discussions with airlines using the most demanding aircraft at SAT. These airlines shall include both cargo and passenger airlines for domestic and international operations. This task includes effort to reach out to the airlines, with help from the City, to make the appropriate introductions.

The FAA's Office of Airports and MITRE's Center for Advanced Aviation System Development (CAASD) are currently developing a software application to facilitate faster decision making for runway lengths and will publish it for use by airport planners. Consultant shall coordinate with the FAA to incorporate its use in the runway length justification analyses to be performed hereunder by Consultant.

Consultant will conduct up to seven technical meetings with appropriate stakeholders for this task. Each will include three Consultant team members.

1.13 Runway Safety Area Determination (RSAD) Study for 13R-31L

Consultant shall conduct a RSAD study for the approach ends of Runway 13R-31L consistent with guidelines set forth in the FAA Standard Operating Procedures (SOP) 8.00, Runway Safety Area Determination.

The study shall include the following:

- Conduct a Runway Safety Area (RSA) Inventory (RSAI) of the existing approach end of Runway 13R-31L
 - Confirm that existing RSA conforms to design standards outlined in FAA ACs 150/5300-13B
- Analyze whether a standard RSA or a non-standard RSA can be achieved at the approach end of Runway 13R-31L with the shifted/extended Runway 13R-31L (Note: output from this analysis will also inform maximum runway length in **Task 1.16**).
 - If the RSA cannot meet FAA design standards, an RSA evaluation will be conducted, which shall include:
 - Determination if it is practicable to improve the RSA to meet standards, and an alternatives analysis that identifies the means by which improvements can be implemented.
 - If it is not practicable to improve the RSA to meet standards, an additional analysis will be conducted to identify if the RSA can be incrementally improved to enhance safety, and by what means.
- Define declared distances for the shifted/extended Runway 13R-31L inclusive of analyzing the landing threshold and departure point for operations in both directions

Consultant shall compile a technical memorandum in accordance with FAA SOP 8.0 to submit to the FAA for review and formal determination.

Consultant shall prepare economic justification for certain RSA solutions, following FAA's SOP No. 9. The documentation of the economic justification will be packaged into the overall RSAD study.

This task includes one in person Client coordination meeting and one in person meeting with the FAA. Three members of the Consultant team will attend each meeting.

1.14 Airfield Geometry Review and RIM Considerations

Consultant shall review the airfield geometry, considering RIM issues, to include the following:

- Review and summarize previous alternatives analysis
- Review recommendations made in the SDP
- Gather recent (from January 1, 2019 through notice to proceed) runway incursion data from the FAA Runway Safety Office – Runway Incursion System (RWS)
- Observe airport operations when the primary runways and crosswind runway are in use
- Meet with Subject Matter Experts (SMEs) to better understand airport operations as they pertain to problematic airfield geometry and possible mitigations
 - FAA Air Traffic Control (ATC)
 - Airport Operations
 - Airlines
 - General Aviation (GA) tenants

- Conduct an independent assessment of the existing airfield, identifying any problematic airfield geometry

The airfield geometry concepts shall be presented to City at one of the coordination meetings for incorporation into the overall plan. Consultant shall conduct up to three technical meetings for this task, one of them in person and two virtual. Each will include three Consultant team members.

1.15 Evaluation of Impacts to Joint Base San Antonio – Baseline Model

A key consideration in the execution of the program is the retention of precision approaches on Runway 13R-31L and minimizing impacts to Joint Base San Antonio airspace operations. In order to analyze the approaches, the Consultant shall develop a baseline model of the existing instrument flight procedures and the associated obstacle clearance and obstacle identification surfaces for SAT and Randolph Air Force Base (RND). Consultant shall use both AutoCAD and the FAA Terminal Area Route Generation Evaluation and Traffic Simulation (TARGETS) to model published procedures, including:

- Published instrument approach procedures to SAT, with an emphasis on the following:
 - Conventional
 - ILS RWY 13R (CAT II)
 - ILS OR LOC RWY 13R
 - ILS OR LOC RWY 31L
 - Area Navigation (RNAV)
 - RNAV (GPS) Y RWY 22
 - RNAV (GPS) Y RWY 31L
 - RNAV (GPS) Y RWY 13R
 - Required Navigation Performance (RNP)
 - RNAV (RNP) Z RWY 31L
 - RNAV (RNP) Z RWY 13R
 - RNAV (RNP) Z RWY 22
- Currently published instrument approach procedures to RND, with an emphasis on the following:
 - Conventional
 - HI-ILS OR LOC Z RWY 15L
 - ILS OR LOC Y RWY 15L
 - ILS OR LOC RWY 15R
 - TACAN RWY 15R
 - HI-TACAN A
 - Area Navigation (RNAV)
 - RNAV (GPS) RWY 15R
 - RNAV (GPS) RWY 15L

- Pending instrument flight procedures, including any Performance Based Navigation procedures currently under development
- Current published Departure Procedures and One Engine Inoperative (OEI) Surfaces
- Existing NAVAIDs
-

Consultant shall use the baseline instrument flight procedures model as input for the Fast-Time Simulation Model in **Task 1.18**.

1.16 Evaluation of Impacts to Joint Base San Antonio – Modified Procedures

The Consultant shall analyze the impacts of a relocated Runway 13R threshold on instrument flight procedures for up to three (3) threshold locations.

The Consultant shall determine whether applicable instrument flight procedure, approaches and departures, can be modified and retained with a relocated Runway 13R threshold.

As part of this task, the Consultant shall perform an airspace obstruction analysis for the modified instrument flight procedures using the best available obstacle data, to include existing FAA Obstacle Authoritative Source (OAS) data.

1.17 Evaluation of Impacts to Joint Base San Antonio – Technical Interchange Meetings

The Consultant shall participate in up to four Technical Interchange Meetings with technical SMEs to discuss instrument flight procedures (one in-person and the remaining virtual). Each shall include two Consultant team members. SMEs are expected to include SAT, RND, Air Education and Training Command (AETC) HQ, FAA, airlines, Air Traffic Control Tower (ATCT) staff, and the Fixed-Base Operators (FBO).

Deliverables:

The Consultant shall prepare meeting minutes for the Technical Interchange Meetings.

1.18 Validation of Existing Airport and Data Information Portal (ADIP) Survey Data

A survey, compliant with AC 150/5300-18B - General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards, was collected in 2019 as part of the SDP. The SDP survey will be utilized for the Part I Advanced Planning work. For the purposes of a “Design/As-Built” project in ADIP, the imagery in this 18B survey is still considered usable through 2022 for the design portion of the Work (i.e., three years from collection). However, it is possible to extend the three-year timeframe through the MOS process, whereby the request is submitted for FAA HQ final approval.

The Consultant shall determine whether the existing ADIP survey data is still valid for use in design. If Consultant determined the ADIP survey data is still valid, Consultant shall assist the City with the Modification to Standard (MOS) process within the FAA’s ADIP system

1.19 Runway Incursion Prevention Situational Awareness (RIPSA) Coordination

Consultant understands that implementation of the projects covered under the RIPSA initiative of the Runway Incursion Reduction Program (RIRP) will need to be closely coordinated with this FAA Safety Research and Development (R&D) Project. The Consultant shall participate in up to five RIPSA-related meetings. Each will include two Consultant team members.

1.20 Planning and Proposed Action Development link to the NEPA Process for the Runway Shift/Extension

1.20.1 Project Description – Proposed Action

The Consultant shall use the planning phases above and shall provide input into the NEPA documentation. The Consultant shall work with the project team to develop a detailed study area and description of the proposed action for use and development in the NEPA document. The proposed action referred to herein is the shifting/lengthening of Runway 13R-31L.

1.20.2 Purpose and Need

Building on the work described in the planning phase above, Consultant shall work with the project team to develop a detailed need and purpose for the proposed action. The need and purpose statements will be coordinated with the FAA for comment and approval in advance of the analysis.

1.20.3 Alternatives Analysis

Building on the work performed in the planning phase above, the Consultant shall work with the project team to document the alternative analysis, including the no-action and proposed action alternatives, the means and methods under which these alternatives were evaluated. If an alternative analysis is to be developed further through NEPA analysis in the Environmental Assessment (EA).

1.21 Aviation Demand Analysis

Consultant shall analyze certain demand components to use in advanced facility planning at SAT, in support of implementing the vision established in the SAT Master Plan. Consultant shall include refined investigations into the emerging aircraft fleet and the development of a gated flight schedule model. Consultant shall use this information as primary inputs to the runway length analysis and the Total Airspace and Airport Modeler (TAAM) modeling required to assess the impacts of proposed airfield improvements. The information shall inform the pavement design included in Part 3 as further described in Part 3.

Aircraft Fleet Analysis

Consultant shall research the emerging aircraft fleet to determine which aircraft or group of aircraft is the most demanding relative to airfield requirements. Consultant shall utilize this information (considered supplemental to the FAA-Approved SAT Master Plan Forecast) in developing the runway length analysis, the runway and taxiway design parameters, and the noise and air quality modeling. Consultant shall initially focus on seating ranges of aircraft likely to

serve the San Antonio market area, and then shall further refine its analysis to identify, to the extent feasible, specific aircraft types based on existing airline fleets, announced new routes, and aircraft/routes that may be considered likely candidates to serve SAT in the near-term. This analysis shall include discussions with the City and will leverage the ongoing marketing intel the City has gained. Consultant shall also request and review data from Airport, tenants and airlines; develop aircraft fleet adjustment recommendations; and prepare technical reports of proposed aircraft fleet mix review for each program element.

Aviation Demand Peaking Analysis

Consultant shall identify the demand peaking characteristics associated with the various segments of aviation activity at the Airport. This relates to those times of the day, month, and/or year where the activity level of aircraft operations or passengers exceeds the normal or average values. This analysis shall build from the work documented in the SDP, which is used as a basis for forecasting. The items to be included in this analysis include:

- Average and peak month operations by aircraft category and air carrier enplanements
- Average day enplanements and operations
- Peak month average-day (PMAD) enplanements and operations

Design Day Flight Schedules

Consultant shall develop Design Day Flight Schedules (DDFS) for the baseline and planning horizon years, for commercial carriers operating at the passenger terminal. The gated flight schedules shall identify arrival and departure times for a design day (peak month average day) by airline, aircraft type, and gate.

Consultant shall include development of an Excel spreadsheet-based model capturing each flight in a typical PMAD. Consultant shall build future schedules using City input (and their air service consultant on new routes by airline, and destinations defined). Consultant shall prepare a baseline and an aggressive future flight schedule scenario.

1.22 FAA Small Scale Reimbursable Agreements (SSRA)

This project will initially require at least two FAA Small-Scale Reimbursable Agreements (SSRAs). The Consultant shall prepare a draft letter for Aviation to submit to the FAA requesting development of and justification for the SSRAs. Consultant shall assist with coordination of FAA National Airspace System (NAS) Planning to facilitate the quick development and approval of the SSRAs.

Deliverables:

The Consultant shall create and submit to the Airport the draft SSRA request letter and create meeting minutes as appropriate.

Part 1 Advanced Planning (Optional Services)

1.23 FAA Coordination – Reimbursable Agreements (RAs) for the Runway 13R/31L Shift/Lengthen/Decouple project

This program will require a number of FAA Reimbursable Agreements over the course of the Work. Consultant shall assist the Airport with initiating RAs near the end of the Advanced Planning efforts and in advance of the future design efforts. Consultant shall prepare draft letters for Aviation to submit to the FAA requesting initiation of one or more RAs. Consultant shall schedule regular bi-weekly meetings between the project team and the FAA in order to keep this process moving forward to obtain FAA approval as soon as possible. Consultant shall work closely with multiple FAA business lines such as NAS Planning, Engineering Services, and Flight Procedure and Flight Inspection to ensure they have all required data to meet publication dates and commissioning flight inspections throughout the duration of the project.

Deliverables:

Draft RA request letters and meeting minutes for each meeting, and action item / tracking status sheets.

Part 2 Environmental Planning

2.0 Environmental Support/National Environmental Policy Act (NEPA) Compliance

The Consultant shall prepare the NEPA compliant environmental documentation to support the design and construction of the program elements as set out in the Work:

- Shift and extend Runway 13R-31L to its maximum justifiable length configuration (Northwest)

2.1 Environmental Assessment for Runway 13R-31L Extension

The Consultant shall perform the environmental assessment in accordance with FAA and Airport current orders, practices, criteria, specifications, policies, procedures and standards, including FAA SOP 5.1, or current version. It is expected that FAA shall provide an administrative section 163 part 3.

2.1.1 Agency Coordination

The Consultant shall consult and coordinate with appropriate federal, state, and local agencies to obtain information concerning potential environmental impacts and maintain contact with these parties for the remainder of the NEPA process, as necessary.

The Consultant shall coordinate with the TxDOT San Antonio District on the potential impact to US 281 right-of-way from the Proposed Action to shift/extend the runway and the reconstruction of the FAA lighting bridge. Should the environmental assessment's proposed action impact TxDOT's transportation facilities, Consultant shall coordinate with TxDOT as a Cooperating Agency to adopt the Environmental Assessment (EA) document.

Anticipated agency coordination meetings for NEPA documentation:

- Coordination meetings with local agencies (up to 3 meetings each with CoSA, VIA, Bexar County)
- Coordination meetings with TxDOT San Antonio regarding FAA Approach Lighting bridge and US 281 impacts (up to 3 meetings)
- The proposed agency coordination effort will be limited to filing.

2.1.2 Data Collection

The Consultant shall collect, review and evaluate available and appropriate data pertaining to this project and/or the project area. This data may include, but is not limited to:

1. Property maps
2. Land use maps
3. Location of public buildings, schools, churches, parks, etc.
4. Aerial/infrared photography, if available
5. Historical/archeological site listings

6. Digital ortho quad maps
7. National wetland inventory maps
8. County soil survey maps
9. County hydric soils list
10. Floodplain maps
11. Vegetation cover maps
12. Hazardous materials database information
13. Demographic maps/census information
14. Other available Geographic Information System (GIS) data

2.1.3 Draft Environmental Assessment

The Consultant shall produce a draft EA document in accordance with FAA Order 1050.1F, Environmental Impacts: Policies and Procedures. The draft EA shall contain the sections listed below. Consultant shall perform studies and analyses to support each of these sections in accordance with the FAA Order 1050.1F.

- Project description
- Purpose and need
- Alternatives analysis
- Air quality
- Biological resources
- Climate
- Coastal resources [not required]
- Department of Transportation Act: Section 4(f)
- Farmlands
- Hazardous materials, pollution prevention, and solid waste
- Historical, architectural, archeological, and cultural resources
- Land use
- Natural resources and energy supply
- Noise and noise-compatible land use
- Socioeconomic impacts, environmental justice, and children's environmental health and safety risks
- Visual effects
- Water resources
 - Wetlands and Waters of the U.S.
 - Floodplains
 - Surface water
 - Groundwater
 - Wild and scenic rivers
- Cumulative impacts
- Irreversible and irretrievable commitment of resources
- Fish, wildlife, and plants

2.1.4 Prepare Draft EA

The draft EA shall be prepared and submitted electronically in accordance with all current and applicable FAA regulations, policies, standards and guidelines for the Airport and FAA review. The preparation of the draft EA shall include a description of the proposed action, the purpose and need, and alternatives. This information shall be summarized the EA from the work conducted in the early scoping and planning phases of the project. The draft EA shall include an analysis of the No action, regulatory setting, affected environment, environmental consequences and mitigation, if required, for the following resource categories. The EA shall be organized in accordance with the latest regulatory guidance.

The EA document attachments shall include project exhibits, alternative locations, project photographs, applicable technical reports, state and federal species lists, agency coordination, and applicable public involvement records. Two (2) rounds of QA/QC shall be done prior to submittal to the Airport for review. The final draft EA document shall be submitted electronically for signature by the Aviation Department Environmental Stewardship Manager.

2.1.5 Revise Draft EA

The Consultant shall revise the draft EA based on comments received from the Airport, FAA, and FAA legal review. This task does not include a public notice of availability.

2.1.6 Public Involvement

The Consultant shall incorporate the results of the project planning and scoping phase to prepare the Public Involvement materials and conduct public involvement activities in accordance with 40 CFR § 1501.4(b) and 1506.6, CEQ Regulations. Stakeholders involved in the planning and scoping shall also be invited to participate in the public involvement phase.

Meeting 1 - Public and Agency Scoping Meeting

The Consultant shall hold one (1) public and agency scoping meeting (on two separate days) at the beginning of Part 2 work efforts, in an open house format, and as soon as there is sufficient information developed in Part 1 of the Work. The meeting shall be an advisement of the EA. The Consultant shall prepare a legal notice advertising the meeting for publication in English and Spanish in one local English and one local Spanish language newspaper. A formal presentation or other materials shall be prepared following Industry Best Practices. Staff from the design team and the Sponsor's staff shall attend for public questions. The meeting materials shall also be available in a virtual meeting format online, through a link on the project webpage.

Meeting 2 – Public Meeting

The Consultant shall hold one (1) public meeting (on two separate days) to receive public comment on the Proposed Action, in an open house format, prior to the completion of the draft EA. The Consultant shall prepare a legal notice advertising the meeting for publication in English and Spanish in one local English and one local Spanish language newspaper. No formal presentation shall be prepared. Staff from the design team and the Sponsor's staff shall attend for public questions. The meeting materials shall also be available in a virtual meeting format

online, through a link on the project webpage.

Deliverables:

Prepare for, organize and attend/facilitate public meetings. A public meeting summary report shall be prepared following each set of meetings.

2.1.7 Final EA

Revisions, comments and/or additional items to the draft EA from the Sponsor and FAA after the public involvement process(es) shall be incorporated into the final EA. The final EA document shall be submitted electronically for signature by the Aviation Department Environmental Stewardship Manager. This task does include public notice or circulation.

Finding of No Significant Impact

The Consultant shall include the Finding of No Significant Impact from the FAA in the final document. This task does include a public notice and circulation in a local newspaper in English and Spanish.

Deliverables:

- The EA document and supporting documentation

2.2 15% Schematic Development

It is anticipated that there will be a 15% submittal for each program element. The plans associated with the 15% Design for each program element will generally include geometrics, initial plan & profiles, preliminary grading, preliminary electrical and NAVAID design, & utility conflicts.

The Consultant shall perform the following tasks regarding the airfield improvements for the areas identified from the Advanced Planning. Based on the funding allocation, these program elements may be broken into multiple bid packages during subsequent design submittals. The following tasks associated with 15% include the following for each program element:

- Consultant shall prepare the overall phasing plan for the entire program and define the individual projects or packages associated with each program element to aid in the procurement of FAA funding.
- Design the preliminary horizontal and vertical geometry for the entire project as defined by the Advanced Planning.
- Prepare and submit one (1) exhibit in electronic pdf format illustrating the horizontal and vertical geometry at a 15% Schematic Development level.
- Program the revised airfield lighting and guidance signs to meet the requirements of the AC and the modified geometrics.
- Evaluate the utilities to identify potential conflicts and areas of concern that shall need to be addressed during later design phases.
- Conduct an in-house quality control review of the horizontal and vertical geometry.

- Conduct two (2) review meetings with the Airport to discuss the 15% Schematic Development level. Each of these meetings shall be over the shoulder reviews.
- As part of the 15% 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.
- Design to schematic levels the revised Approach Light Plane and system layout for 13R ALSF-2. 5kv loop design shall meet current version of FAA TI 6850.87.
 - Design the revised Approach Light Plane and system layout for 31L MALS to meet FAA standard drawing D-5240-2.
 - The Consultant shall review siting criteria for the following ILS components: The Consultant shall submit siting analysis and recommendations to FAA for review and approval based on determination of runway threshold relocation for the following ILS components.
 - 13R Localizer
 - 13R Glide Slope
 - 13R DME
 - 13R FFM
 - 31L Localizer
 - 31L Glide Slope
 - 31L DME
 - 31L FFM
 - 13R-31L RV

15% Schematic Development Exhibits

The Consultant shall provide consulting and engineering services as follows: Perform overall electrical analysis of the Airfield Lighting Vault (ALV) Constant Current Regulator quantity and loading analysis of existing airfield/FAA lighting systems, cable insulation resistance measurements, equipment infrastructure, approved Airfield Marking and Signage Plan, SMCGS Plan (if applicable). Based on collected data and proposed geometry alternatives, Consultant shall review and layout 5kv circuiting configuration and evaluate use of LED fixtures and impacts to the ALV equipment and service size. Provide a summary of findings to airport with preliminary recommendations. Consultant shall evaluate the existing lighting system and alternative solutions that consider sustainable and environmentally friendly options. Airfield Lighting, Electrical, Signage and NAVAID layout.

Deliverables:

- It is anticipated that there will be 15% design submittals associated with each Major Program Element.
- 15% design plans shall include geometrics, vertical profiles, utility conflicts, electrical elements such as light fixture and signage layout, manhole and duct bank alignment and infrastructure demolition.
- Submittal for each program element shall include roll plots of proposed geometrics and profiles of centerlines.

- Opinion of Probable Construction Costs estimate to aid in the determination of the following years' projects. Both a contingency and a design evolution percentage shall be added to all 15% estimates.
- All submittals shall 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 3 Design & Engineering

The Consultant shall provide consulting and engineering services as follows:

Design and engineering shall be contingent on the results of Advanced Planning (Part 1). All design shall be performed in accordance with the latest FAA Advisory Circulars. This part shall 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 shall coordinate the project packages, as defined by Advanced Planning, for the contractor's permit, as well as the permit applications with City and San Antonio Water Systems (SAWS). Many of these items shall be completed along with each bid package and alternatives developed for construction.

3.1 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 design 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) shall 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 the design of the project, and access to the AOA during the construction phases. The Consultant shall provide an escort to any un-badged sub-consultants/contractors requiring access to the airfield and shall coordinate with Airport Operations and/or Security to do so.

Project Initiation and Quality Workshop

The Consultant will lead the project initiation (or kickoff) meeting, with support from the Airport. This shall be an on-site meeting to include Consultant's key staff and include meetings with the Airport and Air Traffic Control Tower (ATCT) personnel. The kickoff shall include field reconnaissance of the site.

Separately and in coordination with the Airport, the Consultant shall prepare for and host a Quality Workshop that shall consist of preparing an agenda, coordinating invitees, providing meeting notices, preparing handouts and workshop materials, conducting the meeting, key staff attending the meeting, and preparing and distributing workshop summary notes.

Deliverables:

- An initial agenda shall be distributed for review prior to the meeting.
- Meeting summary notes and other results shall be developed and forwarded to attendees

for review and comment.

Work Planning

The Consultant shall develop a program work plan with individual projects for project team use in the execution of the project. The Project work plan shall include, but not be limited to, the following: contract; Scope of Services; terms and conditions; schedule; Quality Control Plan; organizational chart; identify each team member, their role and contact information, lines of communication, and program and project schedules. The schedule(s) identifies the internal and external deadlines, and the schedule of quality control input and reviews. The schedule shall be updated semi-monthly (twice a month) and distributed to the team. The Consultant shall provide support efforts to the Airport for the development of updates to the City Capital Improvement Plan (CIP) and FAA Airport Capital Improvement Plan (ACIP). Meetings are estimated to be up to four (4) annually.

Deliverables:

The Consultant shall submit one (1) bound copy and one (1) electronic copy of the work plan to the Airport in draft form within two weeks of the NTP, and electronic copy of the final work plan incorporating the Airport's comments within one week of receipt of the comments. This work plan shall be updated as needed and shall be stored on the project website or other project shared access platform as determined by the Airport.

Progress Meetings / Reporting

The Consultant shall be responsible for the preparation of design and planning review meetings, progress reports, preparation of agenda, coordination of invitees, meeting notices, preparation of handouts including dashboards printouts, conducting the meeting, preparation and timely distribution of meeting minutes, and tracking action items resulting from the meeting.

3.2 Project Web Site Development

A project website or SharePoint shall be developed to share and transfer large files, store past documentation, and provide a location to identify current information for the project.

At a minimum, items such as meetings shall have the identified date, agenda to the meeting, recording of the meeting, meeting minutes, and action items from this meeting all located within the same file. Report or plan submittals shall include the original submittal or draft form, comments (both internal and external) on that specific item if any, and the final submittal. In addition to meeting minutes, reports, and submittals, all documentation from this project shall be posted to this site for project stakeholder access. The security of the site shall include a login and a password that shall be presented to each stakeholder. The stakeholders shall include the Consultant design team, Airport staff members, FAA, and others as identified in the project process.

During the kickoff, the storage location shall be evaluated to determine the capability of retaining the size and amount of information to be retained as well as the ability to retain this information

for extended periods of time. The Consultant is already evaluating these alternatives and shall have a recommendation for the Airport upon NTP.

This location shall also include a dashboard where staff can interact with all current information for the project including, budgets for the prime and subconsultants as a whole and broken down into individual projects, project schedule showing where we are at on all items to date, along with upcoming tasks and meetings.

- Consultant shall develop standard operating procedures for the processes and use of the document management system.
- Consultant shall train users on how to use the document management system and hold two (2) group training sessions and individual follow-up sessions as required.

Deliverables:

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

3.3 Program Coordination

The Consultant program manager and support staff shall coordinate with the Airport project management and public relations staff with regular meetings to inform internal and external stakeholders. Meeting frequency shall be defined based on Major Project Elements and package definition. Coordination efforts shall consist of meeting agenda and PowerPoint presentation development. Presentations may consist of program updates, program element updates, construction package updates (progression of planning, design, and/or construction), major milestones, program schedule, and industry engagement. Program coordination efforts shall be performed by program manager, program controls, and program scheduler. Program Coordination may consist of support services provided by technical, administrative, and support personnel.

Deliverables:

Meeting agendas, meeting notes, project milestones, project presentation, presentation delivery, update to project documentation library, exhibits, and compilation of identified action items and subsequent tracking.

3.4 Program Schedule Updates

Based on consultation with the Airport for internal and external deadlines and known scheduling requirements, Consultant shall update or expand the critical path schedule for the overall program. An initial program schedule shall be presented to the Airport at the project kickoff meeting and included in the meeting minutes. This schedule shall then be updated for each meeting and included on the project website for all stakeholders to utilize when needed.

Schedule critical dates shall be based on information identified in each work phase included in the Work. The Consultant shall coordinate with the Airport, internal stakeholders, and external stakeholders to establish and adjust project milestones for each task throughout the duration of these scope of services.

Deliverables:

Consultant shall submit to the Airport eight copies of an 11”x17” bar chart schedule using Microsoft Project. All tasks identified in this scope shall be included in the schedule. The schedule shall be updated with each meeting, delivered to the team in hard copy, and posted in pdf form on the project shared site. Consultant shall provide schedules in a different format at the Airport’s request on an as needed basis.

3.5 FAA Coordination and Meetings

The Consultant shall coordinate and host meetings with the FAA ADO staff to obtain high-level and design-level input on the design portion of this program under Part 3 of this Work. This task shall be utilized to engage the FAA ADO on a regular basis to discuss program, document decisions and concurrence, and strategize the overall progression of the program. The Consultant shall assist Aviation in the preparation of the ACIP and attend ACIP and program meetings on site at the ADO/Regional office quarterly for the duration of Part 3 of this Work.

Deliverables:

Meeting agendas, meeting notes, project presentation materials, update to project documentation library, exhibits, and compilation of identified action items and subsequent tracking.

3.6 Airport Stakeholder Coordination Meetings

The Consultant shall coordinate and host up to four on-site meetings with key airport stakeholders for design specific needs to provide a high-level update and engagement on the program for Part 3 of this Work. Consultant shall engage specific and/or groups of stakeholders on the solicitation of required input, concurrence, and decisions.

For Design Purposes

Upon completion of Parts 1 and 2 and for the duration of Part 3 of the Work, the Consultant shall meet quarterly with airport tenants to keep them informed of the current progress of the planning and design. This shall include schedules, planned closures, phasing options, and current issues. Consultant shall work with the tenants to identify any concern related to the overall and specific program and work to eliminate these items.

Deliverables:

Meeting agendas, meeting notes, project presentation materials, updates to project documentation library, exhibits, compilation of identified action items and subsequent tracking, and uploading of all deliverables to the project shared site.

3.7 Monthly Coordination Meetings

Upon completion of Parts 1 and 2 and for the duration of Part 3 of this Work, meetings shall be held once a month with the Airport and Consultant's Key Staff for general program coordination. These meetings shall include the stakeholders associated with this project including City and Airport team members, FAA tower and ADO staff, and the Consultant project team members to resolve questions and obtain answers to clarify design considerations and operational impacts of the project. The overall program and individual program element schedules shall be reviewed at each meeting including the current status on program element and/or package completion and review of major milestone dates. Meeting agendas shall also include identified design considerations critical to the implementation of the program and program elements. These analyses, reports, alternatives, investigations, workshops, and meetings conducted under separate sub-parts will be summarized for the monthly meetings to provide the Airport with various options, alternatives, and improvements, and lessons learned which will be considered in the preparation of design documents.

Deliverables:

Agendas, minutes, project milestone schedules, action items, exhibits, or status reports as necessary.

3.8 Airline Manager Meetings

Upon completion of Parts 1 and 2 and for the duration of Part 3 of this Work, Consultant shall prepare for and provide documentations such as presentation materials and talking points for monthly airline manager meetings to keep them informed of the phases, the planned changes in phases, and the potential impacts to air traffic and/or airport operations. Aviation will be prepared for and attend the meetings. The Consultant shall include plans and/or exhibits to denote the changes to operations and how this shall affect the airlines.

Deliverables:

Presentation documents shall be provided to the airport in electronic format.

3.9 Executive Meetings

Upon completion of Parts 1 and 2 and for the duration of Part 3 of the Work, Consultant shall host executive-level meetings once per month which meetings shall be attended by the Consultant's Program Manager, Project Manager, and Deputy Project Manager. These meetings shall be attended by senior members of the Airport staff or others as directed, to provide status updates (scope, schedule, budgets), alternatives and recommendations, and solicit executive input. Key Consultant staff including a Senior Aviation Principal shall be on hand every other meeting to discuss the project as well as additional items as requested by the executives.

Deliverables:

Meeting agendas and handouts, meeting notes, project presentation materials, update to project documentation library, exhibits, and compilation of identified action items and subsequent tracking, and uploaded to the project shared site.

3.10 Contractor Information Meetings

Consultant shall invite contractors that express interest in bidding on this project and contractors that have most recently been responsible for major airside construction work to attend informational meetings during the course of the design of the project, in a form acceptable to Aviation.

Consultant shall coordinate, hold and facilitate one meeting for each individual construction project or package in an open public forum 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. Consultant shall evaluate these “lessons learned” for their applicability on this project and incorporated accordingly. Consultant shall program additional contractor information meetings with the addition of additional project specific scopes.

Deliverables:

A report shall be developed for inclusion in the package-specific Engineering Design Report (EDR). This report shall identify lessons learned as well as potential recommendations from meeting to be incorporated into the design.

3.11 Program Outreach

The Consultant shall assist Aviation by developing meeting materials to share information on Program Elements and anticipated future construction packages. The intended use of these materials is for public workshop forums (virtual and in-person) for neighborhood alliances or community organizations and for SAAS Small Business outreach efforts (Industry Day).

Deliverables:

Meeting agendas and handouts, meeting notes, project presentation materials, update to project documentation library, exhibits, and compilation of identified action items and subsequent tracking for the public workshop forums.

3.12 Program Management Key Staff

All Work shall be coordinated with the Airport staff. As directed by Aviation, such coordination shall include, but is not limited to, airport contractors, airport tenants, airlines and other stakeholders, external agencies, and local and regional FAA, and TSA. The Consultant shall be responsible for compliance with the most current applicable TSA and FAA Advisory Circulars, Orders, and other airport and regulatory guidance documents as well as all federal, state, and local laws.

Program Manager

For the duration of Part 3 of this Work, the Program Manager shall be based in the San Antonio Office and lead the program management support services to support, coordinate, provide multiple levels of program management expertise for the AEDS program at SAT.

The Program Manager will coordinate with SAT's executive leadership team, Aviation staff, City staff, Project Manager, Deputy Project Manager, and concurrent SAT programs. The Program Manager will coordinate with the new Construction Development Officer (CDO) and interface with concurrent SAT programs that may have technical interface with the AEDS program.

Program Controls

For the duration of Part 3 of this Work, the Program Controls personnel will travel to SAT as coordinated for execution of the Work and maintain program document and controls organization. Program control personnel will be responsible for maintaining the Project Website and Project Data Archives. Program Controls professional shall implement the mutually agreed business process, automated workflows, and will coordinate with the Program Manager and Program Scheduler. The Program Controls professional shall establish document control metadata and taxonomy requirements; establish workflows related to contracting, change orders, payment documentation, estimating, and performance measurement; develop report templates and production for the monitoring of program performance; create and maintain monthly reporting to reflect budget, encumbrances, invoices, DBE participation, cost-to-complete estimates, budget variances, and schedule progression. The Program Controls professional will be responsible for the monitoring and control of security rights for the program data storage.

Program Scheduler

For the duration of Part 3 of this Work, the Program Scheduler will travel to SAT as coordinated for execution of the Work and shall provide program planning, scheduling, monitoring, performance measurement and reporting, and schedule quality review. Program Scheduler will provide subject matter expertise on identifying critical path efforts. Program Scheduler will be responsible for developing Gantt Schedule documentation using Microsoft Project. The Program Scheduler will lead the development of a program schedule baseline in coordination with SAAS, Project Manager, and Program Manager. Program Scheduler will develop timing, durations, and critical path elements, and package schedules. Program Scheduler will review and analyze design and construction milestones; identify impacts to change in schedule, implement schedule best practices, implement program schedule reporting, and interface with project scheduler support staff.

Deliverables:

An Aviation approved Program Manager, Program Controls, and Program Scheduler shall be provided for the specified duration.

3.13 Program Quality Control Workshops

The Consultant shall host formal Program Quality Control Workshops for major milestone deliverables (60%, 90%, and IFB). Each Program Quality Control Workshop shall consist of a four (4) step process. Step 1: Primary production development of plans, specifications, engineer's

design report, permit matrix, renderings, and KMZ model; Step 2: Quality Control and quality assurance team review session consisting of an interactive Bluebeam REVU session, interdisciplinary review by Subject matter specialists, constructability review, error and omission review, FAA Standards, Authorities having jurisdiction standards; Step 3: QC/QA Briefing with primary production, debrief on Bluebeam REVU comments, technical changes, concurrence memorandum, standard review, and after action review; and Step 4: Primary Production archiving of milestone files (CAD, calculations, models, etc.) revision of plans, specifications, engineer's design report, permit sets, and REVU comment checklist. Each Program Quality Control Workshop shall have a review team that shall consist of subject matter specialists that are separate from the core primary production team. Quality Control Workshops shall be open to the attendance of Airport staff.

Deliverables:

Milestone Program Quality Control Workshops consisting of agenda, Bluebeam REVU sessions, memorandum of review, QC/QA Debrief Meeting, and electronic archive of review comments. Milestone Program Quality Control Workshops at a minimum shall be attended by Project Manager, Program Manager, and designated Quality Control / Quality Assurance Managers.

3.14 Regional Industry Study (Yearly - Update)

The Consultant shall create a comprehensive analysis of the current construction industry as it directly and indirectly affects airfield improvement projects. This analysis shall include, but shall not be limited to, identifying current large projects (greater than \$10 Million) within the region (DFW, AUS, HOU, and SKF) and what agency (FAA, City, County, State) is letting them, upcoming and planned projects within the region, workforce, local material costs and rates, projected material rates, current inflation rate and other industry trends. This information shall be documented in a report along with a forecasted inflation rate for evaluation. The report may include detailed collection of recent bid tabulation of projects of similar and/or related scope. The Consultant shall also reach out to local industry groups such as the American Concrete Pavement Association, local trade groups, contractors associations, etc. The Consultant shall also contact a number of individual contractors and subcontractors locally to see how they are positioned with manpower and equipment to develop these projects.

This regional industry study shall be evaluated and updated yearly.

The Consultant shall review and comment on this report upon each submittal. Once the report is deemed acceptable, the Consultant shall forward it to the Airport for review.

Deliverables:

A yearly Regional Industry Study Report – an electronic copy will be uploaded to the Project document library.

3.15 Topographic Surveys

Horizontal and vertical control will be established using Primary Airport Control (PAC).

Additional benchmarks shall 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 is defined for this program and is subject to expansion based on the progression of Part 1 Advanced Planning. The limits of the survey are shown in the attached figure(s).

Kick-off Meeting

Consultant shall attend one kick-off meeting prior to commencing the field work to address points of contact, access points to the work site, badges and escort requirements, procedures to access/cross runways, time frames that shall be allotted to perform survey work on the runway, inclement weather restrictions, vehicle lighting / flag requirements and other specifics that may not be mentioned herein.

The topographic survey shall include:

- All pavement slab corners taken at a 25 foot by 25-foot grid at a minimum or at slab corners on pavement, at a minimum a 50-foot grid off pavement.
- Cross sections shall be taken at a maximum of 50-foot intervals to include major grade breaks.
- Any grade breaks, channels, ditches, edge lights, electrical structures, hand-holes for electrical system, in pavement centerline lights, guidance signs and pavement markings.
- Runway and taxiway lighting fixtures and system infrastructure.
- Drainage structures to include inlet/outlet structures, structure size, manholes (top elevations), pipe sizes, invert elevations and directions.
- Underground utilities, including water lines, sanitary sewer system, telephone lines, and FAA lines.
- Surveyed locations for all pavement cores.
- Temporary control points (benchmarks) shall be placed for each project within the infield areas for use at a later time. These markings shall be placed a within 400ft of the limits of each project:

Consultant shall establish a network of Primary Control Points (PCPs) encompassing the survey limits by Global Positioning System (GPS) observations tied to the existing on-site monument. Vertical control shall be established by GPS observations of a PCP with differential leveling run through all other control and benchmarks.

Airport shall provide access to the airfield during daylight hours, when available. Definite times and dates shall be coordinated with Airport Operations and Properties to work around airline schedules.

Final construction surveys shall be required at the final completion of each construction project.

Deliverables:

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

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

Review

Consultant shall review the survey for formatting, standards, and completeness. Consultant shall verify the point files as they are provided and perform a field walk for verification once the survey has been completed.

3.16 Geotechnical Services

The Consultant shall locate the borings, shall coordinate all requirements for driller access, and shall visually classify recovered samples. Soil classification tests shall be completed in accordance with FAA requirements. Soil interpreted to be clay in the field shall 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 shall be sampled with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586).

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

Laboratory testing shall 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. The actual laboratory program shall depend upon the type of soils encountered.

Consultant shall issue an electronic copy of the formal engineering report prepared by a licensed professional engineer in Texas that shall include:

- Description of the field exploration program
- Description of the laboratory testing program
- Soil boring plan that depicts borehole locations on a base map
- 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 International Building Code (latest edition)
- CBR test results and other laboratory test data shall be included for the FAA pavement design
- Soil stabilization measures shall be included for expansive clay soils in the new and reconstructed pavement areas
-

Review

The Prime Consultant shall review the geotechnical report for format, and completeness. Written questions and comments about the findings shall be provided to the geotechnical firm within one week of submittal. Any area identified to be a possible issue shall be brought to the attention of the Airport immediately. Once the comments have been addressed and are acceptable to the Consultant, this report shall be provided to the Airport for review. The final Geotechnical Report shall be uploaded to the project document library.

3.17 Functional Condition Evaluation of Airfield Pavements

The Airport will provide a survey-accurate map of distresses from the Pavement Maintenance Management Program, each distress will be identified and mapped for use in the rehabilitation. The Consultant shall perform a field validation assessment of the distress mapping deliverables provided by the airport. The distress mapping deliverables shall consist of a GIS database and spatially projected AutoCAD map with each distress mapped, identified (distress rating and severity), and dimension data. Once this information is gathered, a plan for rehabilitation shall be developed and implemented on plan sheets. If data is inadequate for the design-level development of rehabilitation, further evaluation and mapping of distresses may be required.

Deliverables:

A summary of the findings and the recommended rehabilitation shall be provided to the Airport.

3.18 Structural Evaluation of Airfield Pavements

The Consultant shall perform a structural evaluation of select airfield pavements that shall consist of nondestructive testing (NDT) using a Heavy Weight Deflectometer (HWD), structural analysis of existing pavement layers, development of aircraft fleet mix and pavement utilization, and determination of remaining structural life of designated airfield pavements. The Consultant shall coordinate the performance of NDT testing on select airfield pavements. Nondestructive testing shall acquire quantitative data in accordance with FAA AC 150/5370-11B "Use of Nondestructive Testing in the Evaluation of Airfield Pavements" and for structural remaining life analysis per FAA AC 150/5320-6G "Airport Pavement Design and Evaluation".

Field Investigation and Data Collection

The Consultant shall coordinate the NDT data collection for “Project-Level” testing. Mid-slab testing shall be conducted at several different offsets, alternating left and right of centerline, for each designated pavement area. Load Transfer Efficiency (LTE) testing shall be periodically conducted at the transverse joints.

Structural Analysis

The Consultant shall rely on aircraft fleet mix data provided by SAT. The Consultant shall develop up to five (5) scenarios to analyze the sensitivity of the remaining life of the existing pavement section. This data shall identify current future aircraft by model, weight, forecasted departures, and utilization data for each runway. Remaining structural life computations shall be completed for each pavement section utilizing FAA software, FAARFIELD. Subconsultant shall utilize the existing pavement thickness and composition information and aircraft traffic information provided by the Port in conjunction with the results of the back calculated elastic modulus of the subgrade to complete the remaining life computations. Deliverables shall include FAARFIELD files.

Deliverables:

A summary of the findings and the recommended rehabilitation based on the remaining structural life shall be provided to the Airport.

Review

Consultant shall review the structural analysis. Written questions and comments shall be provided within one week of submittal. Any area identified to be a possible issue or concern shall be brought to the attention of the Airport immediately. Once the comments have been addressed and are acceptable to the Consultant, this report will be provided to the Airport for review. The final report will be uploaded to the project document library.

3.19 30% Submittal

The plans associated with the 30% design for each program element or project shall generally include geometrics, initial plan & profiles, preliminary grading, preliminary electrical and NAVAID Design, & utility conflicts.

The Consultant shall perform the following tasks regarding the airfield improvements for the areas identified from Part 1 Advanced Planning. The phasing of all packages shall begin at this level and progress to bid-ready documents once required studies have been completed and the funding allocation has been determined. Based on the funding allocation, these program elements may be broken into multiple bid packages during subsequent design submittals. The following tasks associated with 30% include the following:

3.19.1 Project Plans

Plans for the 30% design submittal shall include the following:

- Cover sheet
- Index of drawings
- Project key map
- Symbols, legends, & abbreviations
- General notes
- Project layout plan
- Existing conditions
- Demolition plan
- Typical pavement sections and details
- Geometric layout plan
- Centerline plan and profile
- Grading and drainage plan
- Pavement marking plan
- Electrical layout plan
- Electrical demolition plan

3.19.2 Specifications

The 30% specifications shall consist of a listing of the anticipated technical specification sections.

3 . 1 9 . 3 E n g i n e e r ' s O p i n i o n o f P r o b a b l e C o n s t r u c t i o n

The Consultant shall perform estimated quantity take-offs and prepare an opinion of probable construction cost (OPCC) based on current bidding climate and trends of material and labor prices. A contingency and a design evolution percentage shall be included.

3.19.4 Preliminary Engineering Report

The Consultant shall prepare a preliminary engineering report for each construction package that includes findings from the data collection and site visits, survey investigation and temporary monument locations, pavement design, utility conflicts, geotechnical findings, design parameters, preliminary layouts, sketches, any anticipated modifications of standards, and recommended design criteria.

3.19.5 Quality Control Review

The Consultant shall conduct an in-house quality control review of the 30% submittal prior to submission to the Airport. The quality control review shall include members of the Consultant's staff for peer and constructability reviews who have had no involvement in the project but shall be matched to their specific expertise to review the project efficiently. It is anticipated that Bluebeam software shall be used to gather all comments in one general location. This information shall be kept on file.

Deliverables:

- The Consultant shall supply five 11"x17" sets of Project Plans, with electronic copy to the FAA for review.

- List of anticipated technical specifications with electronic copy to the FAA for review.
- Preliminary Engineering Report (EDR) with electronic copy to the FAA for review.
- All submittals shall be placed electronically on the project web site
- Meeting minutes distributed in electronic pdf format
- Tracking sheet documenting ongoing comments and action items

3.20 Pavement Design Analysis & Report

Consultant shall prepare a pavement design report incorporating the findings from the data collection and site visit work in Part 3 above. Consultant shall evaluate the pavement section for each area of improvement. The pavement design shall be in accordance with FAA Advisory Circular 150/5320-6G (or latest version), using the FAA's FAARFIELD 2.0 computer program. The pavement design report information also shall be utilized to determine thickness of various pavement layers required. Consultant shall factor in the existing pavement sections for the various runway and taxiway pavement during the pavement design analysis. This report shall be included with the engineer's design report for each pavement section recommended. Special consideration shall be given for the planned increase in aircraft size.

3.21 Review Meetings

Following each submission, the Consultant shall present the deliverables during an in-person "over the shoulder" review meeting to expedite the process and keep the project moving. The Consultant shall prepare and distribute meeting notes to the group for review. The Consultant shall 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.

30% Review

Following the 30% submittal, Consultant shall prepare for and conduct one review meeting with the Airport and stakeholders. Consultant shall gather and record all stakeholder comments on the 30% submittal and prepare and distribute meeting minutes for the meeting.

60% Review

Following the 60% submittal, Consultant shall prepare for and conduct one review meeting with the Airport and stakeholders. Consultant shall gather and record all stakeholder comments on the 60% submittal and prepare and distribute meeting minutes for the meeting.

90% Review

Following the 90% submittal, Consultant shall prepare for and conduct one review meeting with the Airport and stakeholders. Consultant shall gather and record all stakeholder comments on the 90% submittal and prepare and distribute meeting minutes for the meeting.

Deliverables:

- All submittals shall be placed electronically on the project web site
- Meeting minutes distributed in electronic pdf format
- Tracking sheet documenting ongoing comments and action items

3.22 Value Engineering

Prior to delivery of the 60% submittal, Consultant shall carry out an internal value engineering (VE) review. The VE review shall be carried out by a small group of senior design and construction professionals who have experience in this project type but have not been a part of the project delivery team. The VE review shall evaluate potential changes for pavement section design, material substitutions, and construction phasing that could maintain capability while reducing overall project price. A report summarizing the VE alternatives and recommended VE options shall be prepared and distributed to Airport stakeholders for review and input. Comments from stakeholders shall be received and analyzed. Timing of the review shall be such that any decisions resulting from the review may be incorporated in the 60% design submittal.

Deliverables:

The Consultant shall submit a VE summary report not to exceed 25 pages in length to the Airport for final coordination with stakeholders.

3.23 Jet Blast Analysis

The Consultant shall conduct Jet Blast analysis for up to two (2) phasing/construction scenarios in AviPlan (idle and breakaway thrust, as appropriate) for each of the following:

- Runway 13R-31L Keel Reconstruction

3.24 60% Submittal

The 60% submittal shall be an ongoing process completed with the development of project plans and specifications for construction. Building on the 30% review, the project team shall 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 and/or 7480, to the FAA for approval for each 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)

3.24.1 Project Plans

The updates for 60% include the following:

- Update the horizontal and vertical geometry design
- Develop sheet notes and legends
- 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 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 minimum construction drawings for each major program elements are outlined in the following table. Specific sheets are subject to package specific details, funding, and phasing.

Minimum Construction Drawing Sheet Types

Cover Sheet	Electrical Scope of Work (1)
Index of Drawings	Electrical Abbreviations, Legend, and General Notes (1)
General Notes	Temporary Airfield Electrical Plans & Details (3)
Symbols, Legends and Abbreviations	Electrical Key Plan (1)
Summary of Quantities	Electrical Layout Plan (6)
Construction Safety Details	Circuit Homerun Plans (2)
Project Layout Plan	Circuiting Plans (10)
Project Site Map with all project limits	Lighting Fixture Schedules (3)
Horizontal and Vertical Control Plan	Sign/Handhole Schedules (2)
Operational Plan & Notes	Lighting Vault Plan (1)
Operational Plan Details	Lighting Vault Details (1)
Project access Plan	Manhole/Handhole Details (2)
Contractor Haul Routes	Guidance Sign Details (2)
Overall Phasing Plan	Fixture Details (3)
Project Schedule of Durations	Ductbank/Conduit Details (2)
Phasing Plans	Cable Splicing Details (1)
Phasing Details	Miscellaneous Electrical Details (1)
Existing Conditions	Airfield Electrical Demolition Plans (8)
Demolition Plan	Electrical Scope of Work (1)
Typical Pavement Sections and Details	Electrical Abbreviations, Legend, and General Notes (1)
Geometric Layout	Temporary Airfield Electrical Plans and Details (3)
Centerline Plan and Profiles	Electrical Key Plan (1)
Pavement Joint Layout Plan	Electrical Layout Plan (6)
Pavement Joint Details	
Pavement Elevation Plan	
Grading and Drainage Plan	
Grading and Drainage Details	
Storm Drain Structural Details	
Utility Plans	ALCMS Modifications
Utility Details	ALCMS Details
Grooving Plan	
Grooving Details	
Existing Pavement Markings	Storm Water Pollution Prevention Plan (Cover)
Pavement Marking Plan	Storm Water Pollution Prevention Plan
Pavement Marking Details	Storm Water Pollution Prevention Plan Details

3.24.2 Specifications

The Consultant shall prepare technical construction specifications according to the most recent FAA AC 150/5370-10H – “Standards for Specifying Construction of Airports” including FAA Standard and General Provisions along with Special Provisions as necessary for the project. In addition, the specifications shall include COSA issued documents that shall be included within the overall specification package. These shall include at a minimum, bidding documents and information, City and federal requirements and federal wage rates. The consultant shall coordinate with the Airport for this inclusion and any modification required for each package. Specifications shall be coordinated and consolidated across all disciplines for the proposed project.

The 60% Specifications shall include the following:

- Front End Documents
- COSA General Conditions
- FAA General and Special Provisions
- SAT Supplemental Conditions and Security Plan
- Technical Specifications

3.24.3 Engineer’s Opinion of Probable Construction

The Consultant shall perform estimated quantity take-offs and prepare an opinion of probable construction cost (OPCC) based on current bidding climate and trends of material and labor prices. A contingency and a design evolution percentage shall be included.

3.24.4 Engineer’s Design Report (EDR)

The Consultant shall prepare an engineer’s design report for each construction package that includes findings from the data collection and site visits, survey investigation and temporary monument locations, pavement design report, electrical load calculations, pavement geometrics, pavement markings, utility adjustments or conflicts, geotechnical reports, design parameters, preliminary layouts, sketches, any modifications of standards, and recommended final design criteria. The Consultant shall update text, graphics, and calculations related to the design elements for the EDR for each of the multiple bid packages. The engineering design report shall be submitted by Consultant to the Airport and copied to the FAA.

The 60% Engineer’s Design Report shall include the following:

- Submit updated EDR with record of decisions and any changes or issues discovered since completion of the 30% EDR.

3.24.5 Construction Safety and Phasing Plan (CSPP)

Consultant shall prepare a CSPP and associated notes pertaining to the project work limits. Consultant assumes that one sheet with notes and details shall be required for the overall phasing

plan within this document. The FAA-required CSPP also shall be prepared by the Consultant in accordance with FAA AC 150/5370-2G, “Operational Safety on Airports During Construction” (or latest version). The CSPP shall consist of the phasing plans as well as an overall plan showing contractor haul routes and staging/stockpile areas with latitude/longitude coordinates. The CSPP shall include narrative to document proposed compliance with the 19 categories listed in the aforementioned AC.

The 60% CSPP shall include the following:

- Complete CSPP in accordance with the FAA outline

3.24.6 Constructability Review

The Consultant shall conduct an in-house constructability review of the 60% submittal prior to submission to the Airport. This review shall include Consultant staff with construction experience that are familiar with aviation work. These staff shall review the plans for constructability and new construction related items. Bluebeam software shall be used by the Consultant to gather all comments in one general location. This information shall be kept by Consultant for records.

Consultant shall host a Constructability Workshop that shall consist of Project Manager, Deputy Project Manager, Program Manager, Quality Control Manager, Subject Matter Experts, Airport staff, FAA ADO, FAA AAS-110, construction organizations (American Concrete Paving Association), and additional airport industry staff prior to the 60% submission to the Airport.

3.24.7 Quality Control Review

The Consultant shall conduct an in-house quality control review of the 60% submittal prior to submission to the Airport. The quality control review shall include members of the Consultant’s staff for peer and constructability reviews who have had no involvement in the project but shall be matched to their specific expertise to review the project efficiently. It is anticipated that Bluebeam software shall be used to gather all comments in one general location. This information shall be kept by Consultant for records.

Deliverables:

- The Consultant shall supply five 11”x17” sets of Project Plans, with electronic copy to the FAA for review.
- Technical Specifications with electronic copy to the FAA for review.
- Engineer’s Design Report (EDR) with electronic copy to the FAA for review.
- Construction Safety and Phasing Plan (CSPP) with electronic copy to the FAA for review.
- All submittals shall be placed electronically on the project web site
- Meeting minutes distributed in electronic pdf format
- Tracking sheet documenting ongoing comments and action items

3.25 Safety Risk Assessment

The Consultant shall incorporate the Airport's Safety Management System (SMS) process following the 60% submittal in evaluating design and construction phasing/sequencing alternatives. It is anticipated that one (1) SRA shall be performed. The timing and topics for the SRA shall be recommended by the Consultant based on discussions and coordination with Airport staff.

The Consultant shall provide a facilitator or "safety manager" in accordance with FAA AC 150/5200-37, "Introduction to Safety Management Systems (SMS) for Airport Operators" (most current version). The facilitator shall be a Consultant project manager with Safety Risk Assessment (SRA) experience.

The Consultant shall gather past SRAs completed at this airport and develop a list of historical hazards and associated mitigations.

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 shall recommend the formation of an SRA Panel. This panel shall include Airport & City staff, FAA Tower, FAA Regional, FAA Headquarters, national planning experts, and additional stakeholders. The Consultant shall coordinate and develop with Airport staff on statistics and data that would be helpful for an efficient SRA.

The Consultant shall work with the team to develop a preliminary set of hazards that shall be the starting point for the SRA in each option.

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.

Conduct the SRA

The Consultant shall convene and facilitate the SRA Panel.

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 shall become the checklist of items to be completed to ensure that the construction project is completed according to the findings of the SRA. It shall 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, shall be completed.

3.26 90% Submittal

Building on the comments from the 60% submittal and the SRA findings, the Consultant shall update the plans, specifications: engineers design report, and associated documentation for a 90% package. A Quality Control review shall be completed along with a constructability review. The Consultant shall perform the following tasks:

3.26.1 Project Plans

The updates for 90% include the following:

- 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 shall 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 ALCMS 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

The 90% construction drawings shall follow the format as outlined in the table entitled “Minimum Construction Drawing Sheet Types” included in Section 3.24.1 60% Submittal, Project Plans of this Work. Those same plans are anticipated to become part of the remaining submittals.

3.26.2 Specifications

The Consultant shall update the technical construction specifications according to the most recent FAA AC 150/5370-10H – “Standards for Specifying Construction of Airports” including FAA Standard and General Provisions along with Special Provisions as necessary for the project. In addition, the specifications shall include COSA issued documents that shall be included within the overall specification package. These shall include at a minimum, bidding documents and information, City and Federal requirements and federal wage rates. The consultant shall coordinate with the airport for this inclusion and any modification required for each package. Specifications shall be coordinated and consolidated across all disciplines for the proposed project.

The 90% Specifications shall include the following:

- Front end documents
- Bid proposal
- COSA General Conditions
- FAA General and Special Provisions
- SAT Supplemental Conditions and Security Plan
- Technical specifications

3 . 2 6 . 3 E n g i n e e r ’ s O p i n i o n o f P r o b a b l e C o n s t r u c t i o n

The Consultant shall perform estimated quantity take-offs and prepare an opinion of probable construction cost (OPCC) based on current bidding climate and trends of material and labor prices. The consultant shall also develop NAICS Codes for subcontracting opportunities and include this in the estimate. A contingency and a design evolution percentage shall be included.

3 . 2 6 . 4 E n g i n e e r ’ s D e s i g n R e p o r t (E D R)

The Consultant shall prepare an engineer’s design report for each construction package that includes findings from the data collection and site visits, survey investigation and temporary monument locations, pavement design report, electrical load calculations, pavement geometrics, pavement markings, utility adjustments or conflicts, geotechnical reports, design parameters, preliminary layouts, sketches, any modifications of standards, and recommended final design criteria. The Consultant shall update text, graphics, and calculations related to the design elements for the EDR for each of the multiple bid packages.

The 90% Engineer's Design Report shall include the following:

- Submit updated EDR with record of decisions and any changes or issues discovered since completion of the 60% EDR.

3.26.5 Construction Safety and Phasing Plan (CSPP)

Consultant shall prepare a CSPP and associated notes pertaining to the project work limits. Consultant assumes that one sheet with notes and details shall be required for the overall phasing plan within this document. The FAA-required CSPP also shall be prepared by the Consultant in accordance with FAA AC 150/5370-2G, "Operational Safety on Airports During Construction" (or latest version). The CSPP shall consist of the phasing plans as well as an overall plan showing contractor haul routes and staging/stockpile areas with latitude/longitude coordinates. The CSPP shall include narrative to document proposed compliance with the 19 categories listed in the aforementioned AC.

The 90% CSPP shall include the following:

- Complete CSPP in accordance with the FAA outline

3.26.6 Constructability Review

The Consultant shall conduct an in-house constructability review of the 90% submittal prior to submission to the Airport. This review shall include Consultant staff with construction experience that are familiar with aviation work. These staff shall review the plans for constructability and new construction related items. Bluebeam software shall be used by the Consultant to gather all comments in one general location. This information shall be kept by Consultant for records.

3.26.7 Quality Control Review

The Consultant shall conduct an in-house quality control review of the 90% submittal prior to submission to the Airport. The quality control review shall include members of the Consultant's staff for peer and constructability reviews who have had no involvement in the project but shall be matched to their specific expertise to review the project efficiently. It is anticipated that Bluebeam software shall be used to gather all comments in one general location. This information shall be kept by Consultant for records.

Deliverables:

- Consultant shall supply five 11"x17" sets of Project Plans, with electronic copy to the FAA for review.
- Technical Specifications, with electronic copy to the FAA for review.
- Engineer's Opinion of Probable Construction Costs, with electronic copy to the FAA for review.
- Engineer's Design Report (EDR), with electronic copy to the FAA for review.
- Construction Safety and Phasing Plan (CSPP), with electronic copy to the FAA for

review.

- All submittals shall be placed electronically on the project web site
- Meeting minutes distributed in electronic pdf format
- Tracking sheet documenting ongoing comments and action items

3.27 Issued for Bid Submittal (IFBS)

Building on the comments from the 90% submittal, the Consultant shall update the plans, specifications: engineers design report, and associated documentation for an IFBS 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.

3.27.1 Project Plans

The updates for the IFBS submittal include the following:

- 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 ALCMS 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

The IFBS construction drawings shall follow the format as outlined in the table entitled “Minimum Construction Drawing Sheet Types” included in Section 3.26.1 90% Submittal, Project Plans of this Work. Those same plans are anticipated to become part of the remaining submittals.

3.27.2 Specifications

The Consultant shall update the technical construction specifications according to the most recent FAA AC 150/5370-10H – “Standards for Specifying Construction of Airports” including FAA Standard and General Provisions along with Special Provisions as necessary for the project. In addition, the specifications shall include COSA issued documents that shall be included within the overall specification package. These shall include at a minimum, bidding documents and information, City and Federal requirements and federal wage rates. The consultant shall coordinate with the airport for this inclusion and any modification required for each package. Specifications shall be coordinated and consolidated across all disciplines for the proposed project.

The IFBS Specifications shall include the following:

- Front end documents
- Invitation to bidders
- Bid proposal
- COSA General Conditions
- FAA General and Special Provisions
- SAT Supplemental Conditions and Security Plan
- Technical specifications

3 . 2 7 . 3 E n g i n e e r P r o b a b l e C o n s t r u c t i o n C o s t s o f

The Consultant shall perform estimated quantity take-offs and prepare an opinion of probable construction cost (OPCC) based on current bidding climate and trends of material and labor prices. The consultant shall also develop NAICS Codes for subcontracting opportunities and include this in the estimate. A contingency and a design evolution percentage shall be included.

3.27.4 Engineer's Design Report (EDR)

The Consultant shall prepare an engineer's design report for each construction package that includes findings from the data collection and site visits, survey investigation and temporary monument locations, pavement design report, electrical load calculations, pavement geometrics, pavement markings, utility adjustments or conflicts, geotechnical reports, design parameters, preliminary layouts, sketches, any modifications of standards, and recommended final design criteria. The Consultant shall update text, graphics, and calculations related to the design elements for the EDR for each of the multiple bid packages.

The IFBS Engineer's Design Report shall include the following:

- Submit updated EDR with record of decisions and any changes or issues discovered since completion of the 90% EDR.

3.27.5 Construction Safety and Phasing Plan (CSPP)

Consultant shall prepare a CSPP and associated notes pertaining to the project work limits. Consultant assumes that one sheet with notes and details shall be required for the overall phasing plan within this document. The FAA-required CSPP also shall be prepared by the Consultant in accordance with FAA AC 150/5370-2G, "Operational Safety on Airports During Construction" (or latest version). The CSPP shall consist of the phasing plans as well as an overall plan showing contractor haul routes and staging/stockpile areas with latitude/longitude coordinates. The CSPP shall include narrative to document proposed compliance with the 19 categories listed in the aforementioned AC.

The IFBS CSPP shall include the following:

- Complete CSPP in accordance with the FAA outline

3.27.6 Constructability Review

The Consultant shall conduct an in-house constructability review of the IFBS submittal prior to submission to the Airport. This review shall include Consultant staff with construction experience that are familiar with aviation work. These staff shall review the plans for constructability and new construction related items. Bluebeam software shall be used by the Consultant to gather all comments in one general location. This information shall be kept by Consultant for records.

3.27.7 Quality Control Review

The Consultant shall conduct an in-house quality control review of the IFBS submittal prior to submission to the Airport. The quality control review shall include members of the Consultant's staff for peer and constructability reviews who have had no involvement in the project but shall be matched to their specific expertise to review the project efficiently. It is anticipated that Bluebeam software shall be used to gather all comments in one general location. This information shall be kept by the Consultant for records.

Deliverables:

- Consultant shall supply five 11”x17” sets of Project Plans, with electronic copy to the FAA for review.
- Technical Specifications, with electronic copy to the FAA for review.
- Engineer’s Opinion of Probable Construction Costs, with electronic copy to the FAA for review.
- Engineer’s Design Report (EDR), with electronic copy to the FAA for review.
- Construction Safety and Phasing Plan (CSPP), with electronic copy to the FAA for review.
- All submittals shall be placed electronically on the project web site
- Meeting minutes distributed in electronic pdf format
- Tracking sheet documenting ongoing comments and action items

3.28 FAA Coordination – Reimbursable Agreements for Instrument Flight Procedures (RAs)

This program shall require a number of FAA Reimbursable Agreements over the course of the program. The Consultant shall prepare a draft RA letter for Aviation to submit to the FAA. Consultant shall schedule regular bi-weekly meetings in order to keep this process moving forward to obtain the approval as soon as possible. Consultant shall work closely with FAA NAS Planning, Engineering, Flight Procedure and Flight Inspection, and other FAA business lines to ensure they have all required data to meet publication dates and commissioning flight inspections throughout the duration of the project.

Deliverables:

The Consultant shall create and submit to the Airport the draft RA request letter and create meeting minutes as appropriate.

Part 3 Design & Engineering (Optional Services)

3.29 Public Notifications for Runway Closure

Runway closures are subject to the FAA notice requirement outlined in 14 CFR Part 77. In addition to the runway closure notice to the FAA, the Consultant shall prepare one postcard notice and distribute such notice on the Airport's behalf to the public, notifying the public of each planned runway closure due to construction.

3.30 Construction Phase Noise Modeling

In the event that construction activities require the closure of any runway for a duration longer than six (6) months, the Consultant shall model noise impacts to determine the effect on the community during the runway closure. This effort includes a new future baseline for the year of closure; and two new modeling scenarios modified for (1) the runway closure, and (2) the no-closure scenario in the same year. Two AEDT runs/analysis shall be prepared, for noise only. Additionally, reporting and public notification specific to the construction extension shall be included if this scope becomes necessary.

3.31 Sustainability and Resilience

Building on the efforts and engagement conducted during Advanced Planning, the Consultant shall lead the sustainability integration, implementation, and monitoring through the design and construction. As part of this effort, the Consultant shall prepare several studies that shall inform the final stage of design while contributing to the Institute for Sustainable Infrastructure's (ISI) Envision rating system. The Consultant shall also administer the rating system with a target of silver certification (potentially Gold if deemed within reach without significant costs associated).

The Consultant shall provide the following services:

- Task 1: Sustainability and Resilience Integration
- Task 2: Application of Envision Rating System and Pursuit of Award

Sustainability and Resilience Integration

Project Administration and Kick-Off

The Consultant shall hold a project kick-off meeting (teleconference) with the Airport, Project Manager, Deputy Project Manager, Program Manager, and Sustainability Project Manager (as defined in the Organizations Chart developed under Part 1.1). The Consultant shall be responsible for managing project responsibilities and staff.

Deliverables:

The Consultant shall provide an agenda, in Microsoft Word format, to the Airport prior to the meeting. The Consultant shall provide meeting minutes, in electronic PDF format, following the meeting.

Review and Assessment

- Work with the Airport to determine the current contributions that the Airport makes towards sustainability goals and alignment with the Envision rating system, providing an estimated award level if no additional changes or actions were taken.
- This shall include up to two meetings with the Airport and the Consultant to obtain input and feedback. These meetings can be included as part of any other reoccurring design meeting.
- The meeting shall result in a memorandum that identifies the identification of any current contributions and what potential contributions that there might be for these upcoming projects.
- Review the Life Cycle Cost Analysis, if conducted, providing recommendations for incorporating additional sustainability indicators (if necessary) into the refined analyses.
- The Consultant shall hold a meeting with the Airport to discuss the potential for Envision Gold, whether this is feasible, and possible actions required.

Sustainability Charrette

- Hold a sustainability charrette to validate priorities; identify any remaining challenges and opportunities including those related to economic, operational, environmental, and social factors; and generate and prioritize strategies that provide value including cost savings and enhanced operational efficiency.
- Airport shall identify charrette attendees with guidance from the Consultant (at a minimum these attendees shall include members of the Airport staff, Consultants Project Manager, Deputy Project Manager, Program Manager, and Sustainability Project Manager). The Consultant shall distribute invitations (language to be provided by the Consultant).
- Charrette shall be in person.

Strategy Identification

- Work with the Airport to develop a Sustainability Toolkit of items and identify additional strategies that may be incorporated into the project.
- Consultant shall develop this Toolkit and provide updates to the Airport as a progress report on sustainability integration. The Consultant shall incorporate additional strategies into the Toolkit, if needed, so that this can serve as a comprehensive sustainability management plan for the project (to be used for this and any upcoming Envision pursuit).
- Leverage internal knowledge and resources as well as external guidance to round out the potential strategies that would contribute to the Airport's sustainability goals. Consultant shall focus on strategies that provide dual or multiple benefits to the Airport and contribute to numerous commitments. All strategies shall be comprehensively evaluated based on their benefits/impacts and feasibility to provide informed recommendations for Airport selection.
- Review recommendations with Airport for selection.

Sustainability Analyses and Integration into Design/Construction

- Integrate the selected strategies into the design and construction documents providing support during meetings and for outreach efforts to ensure implementation.
- Develop Sustainability Special Provision(s), using industry knowledge on prior projects. Review for consistency/alignment with the project's Specifications.
- Participate in key design meetings to monitor sustainability-related decision-making.
- Prepare a climate impact assessment and adaptation plan that includes an evaluation of vulnerability, risk, and adaptation for the project. Doing so shall significantly contribute to the Envision credit category Climate & Resilience, while informing design decisions to result in a durable and resilient project. In addition, the effort can be easily segued into the Airport's sustainability program.
- Conduct targeted meetings (up to six, to be held) with design discipline leads to discuss the sustainability and resilience opportunities for their scope elements; Consultant shall document the discussions and help facilitate advancements where possible.
- Work with design discipline leads to conduct technical evaluations related to the following (building upon efforts initiated during the Advanced Planning Stage):
 - Operational energy use
 - Construction energy use (to the extent possible)
 - Construction water demand and potential for non-potable use
 - Stormwater management
- Conduct a high-level economic impact analysis of the project, leveraging inputs from the design team and Airport. The results shall be useful for Airport outreach given the scale of this project, as well as the Envision rating system.
- Consultant shall document training and mentoring, providing feedback to advance these programs.
- Contribute to, and participate in, contractor outreach events.

Deliverables:

- Review contributions to Airport sustainability goals and Envision pursuit.
- Charrette invitation language and PowerPoint presentation.
- Completed Airport Sustainability Toolkit for the project, including updates at major design milestones.
- Accompanying Recommendations presentation, to be reviewed with Airport.
- Sustainability Special Provision(s) and tracking forms.
- High-level economic impact analysis.
- Climate impact assessment and adaptation plan for the project.
-

Application of Envision Rating System, Pursuit of Award

- Register the project on the ISI website and develop the submittals necessary for pursuit of an Envision award.
- Prepare and submit design-related credit submittals at the conclusion of design.

- Generate and pay registration and verification invoices.
- Incorporate/address feedback and resubmit.
- Conduct post-construction review (required for Envision version 3 [v3]), preparing and submitting associated credit submittals.
- Incorporate/address feedback and resubmit.
- Conduct coordination with ISI and the third-party verifier to secure the award.
- Cost includes fees owed to ISI, which are associated with registration and third-party verification.
- Fee assumes targeting at least Gold certification.
- Pursuing Envision v3, which requires post-construction review.

Deliverables:

Envision submittals.

3.32 Alternate Delivery Method - Specifications & Front End Documents

The Consultant shall update the technical construction specifications according to the most recent FAA AC 150/5370-10H – “Standards for Specifying Construction of Airports” including FAA Standard and General Provisions along with Special Provisions as necessary for the project. In addition, the specifications shall include COSA issued documents that shall be included within the overall specification package. These shall include at a minimum, bidding documents and information, City and Federal requirements and federal wage rates. The consultant shall coordinate with the Airport for this inclusion and any modification required for each package. Specifications shall be coordinated and consolidated across all disciplines for the proposed project. ***Should the project be solicited through an alternative delivery method, the Consultant shall assist the Airport in developing alternative delivery criteria and special front-end provisions.***

Part 4 Bid Phase Services

The Consultant shall provide consulting and engineering services as follows:

Bid Phase Services – Consultant shall prepare and submit the bid packages for City issuance, 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 an official bid tab and recommendation for award to the City.

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

4.1 Bid Set Distribution

Along with the Final Submittal, Specification, and Bid Set Distribution, the Consultant shall assist the Airport with the IFBs developed for distribution. This shall include the development of documents submitted with the bid advertisement as well as written descriptions of each portion of the project to be advertised. For each design package and prior to the bid, the Consultant shall produce 10 full size copies of plans and specifications (1 complete set includes Project plans and Specifications) and provide information for online bidding through CivCast. Upon request, Consultant shall make hard copies of plans available to Contractors, and the Contractor requesting the documents shall be responsible for reproduction costs. The Consultant shall maintain a list of plan holders who purchase hardcopy documents and provide to Aviation at the end of solicitation.

4.2 Pre-Bid Conference and Site Visit

The Consultant shall conduct one (1) pre-bid conference and associated site visit if required for each bid package with prospective bidders, subcontractors, and material suppliers and respond to questions, as needed. The Consultant shall review the draft agenda prepared by Aviation for the pre-bid conference based on the latest FAA AC's consisting of project overview of project scope and phasing details. 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 prospective contractors. This field visit will be immediately following the pre-bid conference. The Consultant shall take notes during the pre-bid conference and specifically note verbal inquiries about the project from prospective bidders.

Deliverables:

- Review of Agenda prepared by City and a summary of comments and feedback
- Preparation of pre-bid notes (verbal questions and discussion)

- Draft PowerPoint presentation submitted to Airport for review
- Final PowerPoint presentation submitted to Airport

4.3 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 during the pre-construction meeting and in writing from the prospective bidders to clarify the intent of the construction contract documents. The response shall be in a format suitable for publishing on CivCast. 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 format to the Airport in a timely manner. Upload of all Addenda’s to projects File Storage Location.

4.4 Bid Opening and Evaluation

The Consultant shall assist the Airport staff in the selection of qualified and responsible Contractors for each construction project or package.

4.4.1 Low Bid Evaluation

The Consultant shall attend the virtual bid opening. Once reviewed by the Airport, the information from the bid opening shall be scanned and distributed to the Consultant for evaluation. The Consultant shall prepare the official bid tabulation spreadsheet in Microsoft Excel that shall contain each bid proposal.

The Consultant shall review the respondents’ arithmetic, unit prices, and contractor qualifications and report any irregularities or unbalanced items found to the Airport. Each line item shall be evaluated based on overall conformity with other respondents. The Consultant shall evaluate the respondents on their availability and ability to perform the work. This includes contacting the bonding company to assure that the limits of the projects can be met. The Consultant shall 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 responsive and responsible respondents and recommending the responsible 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 qualified and responsible bidder based on this review.

4.5 Bid Phase Final Deliverables

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

Consultant shall update the Project Plans, Specifications, CSPP and associated documentation for a final Issued for Construction (IFC) package for the Airport and selected contractor. Consultant shall develop a conformed set of plans and specifications including all information as updated with each of the addenda.

Deliverables:

- Final conformed documents representing IFC with any addenda items complete
- Five 11"x17" sets of Project Plans, with electronic copy to the FAA.
- Technical Specifications, with electronic copy to the FAA.
- Construction Safety and Phasing Plan (CSPP), with electronic copy to the FAA.
- All sign-in sheets
- RFIs and logs
- Upload of all final documents to the Project File Storage Location

Part 4 Bid Phase Services (Optional Services)

4.6 Alternate Delivery Evaluation

Should the project be solicited through an alternate delivery method, the Consultant shall assist the Airport in the contractor selection process in reference to the contractor selection criteria. Consultant shall attend the proposal distribution and review sessions, review contractor proposals, and provide general recommendations (in verbal or written format) regarding the contractor proposals.

Consultant shall attend contractor interviews as Advisory Personnel and shall participate and provide verbal input to the selection committee during contractor interviews and during final contractor selection.

The Consultant shall review the respondents' arithmetic, unit prices, and contractor qualifications and report any irregularities or unbalanced items found to the Airport. Each line item shall be evaluated based on overall conformity with other respondents. Consultant shall evaluate and score prospective contractors based on price.

The Consultant shall evaluate the respondents on their availability and ability to perform the work. This includes contacting the bonding company to assure that the limits of the projects can be met. The Consultant shall 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 responsive and responsible respondents and recommending the responsible contractor for award.

Deliverables:

- Bid tabulation spreadsheet to the Airport in Microsoft Excel format

Part 5 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 shall 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 (QC) 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, construction phase hazardous materials testing

Part 6 Project Closeout

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 shall include but not be limited to: prepare record drawings, record drawing AGIS conversion, update utilities GIS database, attend close-out conference, prepare close-out report, perform warranty observations and documentation, attend grant closeout meetings

EXHIBIT B**FEE SCHEDULE****Approved Labor Rates**

All approved labor categories and rates shall be kept on file at the Aviation Department Planning & Administration Division Office.

Should the Consultant need to replace key personnel, Consultant shall follow Section 4.7 of the Agreement. Consultant's key personnel shall not be replaced without the City's prior written consent, which shall not be unreasonably withheld.

Consultant shall invoice City only approved labor rates for work performed. Additions or changes to the approved classification of labor categories and labor rates require written notification to and approval by Director or his designee, and must include category title and labor rate, prior to the category being assigned.

Labor rates may be adjusted every three (3) years beginning in calendar year 2026 and then again calendar year 2029 based on the overall percentage of increase reflected in the Consumer Price Index (CPI) released each January by the Bureau of Labor Statistics. Consultant and subconsultants may adjust salaries only once in calendar year 2026 and only once in calendar year 2029, not to exceed only that year's current CPI rate. No adjustments may be made for decrease in the CPI.

Fee

Consultant may invoice fee (profit) on approved labor and overhead calculated at 12%. Subconsultants may invoice fee (profit) on approved labor and overhead calculated at 10%.

Overhead Rates

Approved overhead rates shall be kept on file at the Aviation Department Planning & Administration Division Office.

Fee Summary by Work Phase

Part	Part Description	Labor	Expenses	Total
1	Advanced Planning	\$2,846,877.00	\$405,620.00	\$3,252,497.00
2	Environmental Planning	\$1,620,838.00	\$192,880.00	\$1,813,718.00
3	Design & Engineering	\$4,959,640.00	\$264,402.00	\$5,224,042.00
4	Bid Phase Services	\$151,267.00	\$3,272.00	\$154,539.00
5	Construction Phase Services (reserved)	\$0.00	\$0.00	\$0.00
6	Post-Construction (reserved)	\$0.00	\$0.00	\$0.00
Total Labor and Expenses		\$9,578,622.00	\$866,174.00	\$10,444,796.00

EXHIBIT C

REQUIRED FEDERAL CONTRACT PROVISIONS PROFESSIONAL SERVICES AGREEMENTS

As used in this Exhibit, the term “contractor” or “Contractor” shall refer to Consultant. Consultant shall include the provisions of set out in this exhibit in every subcontract, including procurements of materials and leases of equipment, unless exempt by Federal regulations and directives issued pursuant thereto.

1. ACCESS TO RECORDS AND REPORTS

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

2. 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 subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

3. 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:

1. **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.

2. **Nondiscrimination:** 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.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier 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.
4. **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 airport 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 airport sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the airport 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.
6. **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 airport 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 airport sponsor to enter into any litigation to protect the interests of the airport sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

5. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) 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 City. This clause applies to both DBE and non-DBE subcontractors.

6. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

Consultant by entering into this Agreement certifies that each of Consultant’s lower tier subcontractors with subcontracts that exceeds \$25,000 is not presently debarred or otherwise disqualified from participation in this federally assisted project. Consultant agrees to verify the aforementioned subcontractors status by doing the following:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7. ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

8. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This Agreement hereby incorporates 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.

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

9. TRADE RESTRICTION CERTIFICATION

By entering into this Agreement Consultant certifies that Consultant –

- 1) 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 as published by the Office of the United States Trade Representative (USTR);
- 2) 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC Section 1001.

Consultant must provide immediate written notice to the Owner if Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 Consultant or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless Consultant has knowledge that the certification is erroneous.

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

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant 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). Consultant 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.

11. CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By entering into this Agreement Contractor certifies and represents that

- 1) Contractor is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) Contractor is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Contractor must ensure that no funding goes to any subcontractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contractor shall require each subcontractor to complete the two certificate statements below and include this requirement to complete the two certificate statements in all lower tier subcontracts. Subcontractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response.

Certifications:

- 3) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 4) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If any subcontractor responds in the affirmative to either of the above representations, the subcontractor is ineligible to receive a contract unless City has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This contract hereby 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.

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

13. V E T E R A N ’ S P R E F E R E N C E

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

14. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

15. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national

origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 5) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 6) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 7) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provide are in addition to any other rights and remedies provided by law or under this contract.

17. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to, and shall require all subcontractors to agree to, comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, Contractor and subcontractors shall use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 8) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 9) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

18. CERTIFICATION REGARDING DEBARMENT

By entering into this Agreement, Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

19. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

21. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of Consultant or its 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.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which Consultant must correct the breach. Owner may proceed with termination of the contract if Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.. If a PSA includes providing a manufactured

good as a deliverable under the contract, the airport sponsor must include the Buy American Preference provision in the agreement.

22. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

23. PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

24. COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages

paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

25. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the airport sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, airport sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a

party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, airport sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, airport sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, airport sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the airport sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, airport sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate

specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

26. AFFIRMATIVE ACTION

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	47.8%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

3. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of Texas, County of Bexar and City of San Antonio.

27. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a

goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its

obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number,

race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EXHIBIT D
TRAVEL & EXPENSE POLICY

**Consultant
And
Contractor
Travel, Living & Relocation Expense Policy**



City of San Antonio

As of 06/02/2008

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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:

B e g i n n i n g o f “ O f f i c i a l D a t e o f D e p a r t u r e ”	“ O f f i c i a l E n d i n g o f D a t e o f D e p a r t u r e ”	“ O f f i c i a l D a t e o f D e p a r t u r e ”	“ O f f i c i a l E n d i n g o f D a t e o f D e p a r t u r e ”
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 5:00pm	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	
<i>Personnel Type</i>	<i>The lower of:</i>	
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 set out herein at actual cost within the limits and requirements established by this policy or, if applicable, the Agreement.

EXHIBIT E

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 waiver 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 F

GENERAL CONDITIONS FOR CITY OF SAN ANTONIO