

**AMENDMENT NO. 3  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
SECURED AREA ACCESS MANAGEMENT AND MONITORING SERVICES FOR  
THE  
SAN ANTONIO INTERNATIONAL AIRPORT**

This Amendment (herein called the "Amendment") to the Professional Services Agreement for Secured Area Access Management and Monitoring Services for the San Antonio International Airport is entered into by and between the City of San Antonio (herein called the "City"), a Texas municipal corporation, acting by and through its City Manager, and AlliedBarton Security Services, LLC (hereinafter called "Consultant"), both of which may be referred to herein collectively as the "Parties", as set out below. **WITNESSETH:**

**WHEREAS**, on May 8, 2014 the City and Consultant, as a result of a formal solicitation process, entered into a Professional Services Agreement for Secured Area Access Management and Monitoring Services for the San Antonio International Airport ("Agreement") in the not to exceed amount of \$2,369,747.04; and

**WHEREAS**, the Transportation Security Administration continues to shift security responsibilities that they are currently performing, including, but not limited to, vendor delivery inspections, back to airport operators necessitating an increase in security personnel; and

**WHEREAS**, the Consultant provides airport perimeter security monitoring services, this Amendment will add the use of a Consultant vehicle(s) to be utilized to patrol the airport perimeter; and

**WHEREAS**, the Parties desire to increase the contract capacity by \$3,900,000.00 for a revised contract amount of \$6,269,747.04; and

**WHEREAS**, the scope being added with this Amendment will require Consultant's employees to have access to the Airport Operations Area necessitating a change in the insurance coverage required; and

**WHEREAS**, this Amendment incorporates certain contract provisions required per the Federal Aviation Administration's (FAA) "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsor" guidelines;

**NOW THEREFORE**, in consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Agreement entered into by and between the City and the Consultant is amended as follows:

1. **Article V. Compensation.** The total not to exceed contract amount set out in Section 5.2 of the Agreement is hereby increased by \$3,900,000.00 to \$6,269,747.04.
2. **Article IX. Insurance Requirements.** The table in Section 9.3 of the Agreement setting out the types and amounts of insurance coverage Consultant is required to maintain during the term of the Agreement is hereby deleted in its entirety and replaced with the following:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$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 <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$5,000,000 per occurrence, in combination with Umbrella or Excess Liability Coverage to include access on AOA.

3. **Exhibit 1, Scope of Services, Section 2, Consultant Duties.** The NCO duties set out in section 2.21 of Exhibit 1, Section 2 of the agreement are hereby expanded to include security monitoring of the SAT perimeter fence by vehicle. Consultant shall provide vehicle(s) for use by NCOs in patrolling designated areas as requested by City on an as needed basis. City shall reimburse Consultant for the vehicle(s) at a rate of \$1,456.00 per month per vehicle for so long as they are required by City, which rate shall include the cost of the vehicle, fuel, insurance and maintenance for the vehicle(s). The monthly rate shall be prorated for days of actual vehicle use. Vehicle(s) shall be capable of traversing grass, dirt and gravel roads and have an amber beacon atop the vehicle and be clearly marked as an Allied Barton vehicle. Consultant shall maintain the vehicles(s) in good working condition.
4. **Exhibit 1, Scope of Services, Section 2.32.** Section 2.32. of Exhibit 1 of the Agreement is hereby deleted in its entirety and replaced with the following Section 2.32:

2.32 Consultant shall provide golf cart(s) for use by NCOs in patrolling designated areas as requested by City. City shall reimburse Consultant for the golf cart(s) at a rate of \$350.00 per month per golf cart for so long as

they are required by City, which rate shall include the cost of insurance and maintenance for the golf cart(s). Golf cart(s) may be gasoline or electric powered, as deemed appropriate by City, and have an amber beacon atop the cart. Consultant shall maintain the cart(s). City, at its cost, will provide fuel/power to Consultant to allow Consultant to fuel/charge cart(s) on site. Consultant shall inform City in writing as to the type of fuel that the gasoline powered golf cart(s) require. Consultant may utilize electric charging stations designated by City for Consultant's nonexclusive use to charge electric powered golf carts.

5. **Exhibit 3, Federal Contract Provisions.** Attachment A hereto is hereby incorporated into the Agreement as Exhibit 3, Federal Aviation Administration Mandated Contract Clauses.

Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

EXECUTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANTONIO, TEXAS  
SERVICES, LLC**

\_\_\_\_\_  
Sheryl Sculley  
City Manager

**ALLIEDBARTON SECURITY**

By:   
Signature

District Manager  
Title

Federal Tax ID#: 20-1379003

APPROVED AS TO FORM:

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

## ATTACHMENT A

### EXHIBIT 3 FEDERAL AVIATION ADMINISTRATION MANDATED CONTRACT CLAUSES

Consultant shall include the contract provisions contained in this Exhibit 4 in every subcontract, including procurements of materials and leases of equipment. Consultant will take action with respect to any subcontract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

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

#### I. GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
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 sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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

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

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

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

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