

**AGREEMENT FOR ADVERTISING CONCESSION
AT THE
SAN ANTONIO INTERNATIONAL AIRPORT**

by and between

THE CITY OF SAN ANTONIO, TEXAS

and

TABLE OF CONTENTS

Article I.	DEFINITIONS	3
Article II.	TERM.....	6
Article III.	PRIVILEGES AND OBLIGATIONS OF THE CONCESSIONAIRE.....	6
Article IV.	CAPITAL INVESTMENT REQUIREMENT	13
Article V.	RESPONSIBILITY OF THE CITY	15
Article VI.	RENTAL.....	16
Article VII.	CONCESSION OPERATIONS.....	21
Article VIII.	MAINTENANCE.....	23
Article IX.	COMPLIANCE AND APPLICABLE LAW	23
Article X.	ASSIGNMENTS AND SUBCONTRACTING.....	24
Article XI.	DEFAULT AND TERMINATION	24
Article XII.	DISADVANTAGED BUSINESS ENTERPRISE	27
Article XIII.	EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.....	30
Article XIV.	AIRPORT SECURITY	30
Article XV.	FIRE AND OTHER DAMAGE.....	31
Article XVI.	APPROVALS BY THE CITY.....	31
Article XVII.	ENVIRONMENTAL PROTECTION.....	31
Article XVIII.	CONFLICT OF INTEREST	32
Article XIX.	INSURANCE	32
Article XX.	INDEMNIFICATION.....	34
Article XXI.	PERFORMANCE GUARANTEE.....	36

Article XXII.	AMENDMENTS.....	37
Article XXIII.	NOTICE	37
Article XXIV.	SEVERABILITY.....	37
Article XXV.	LICENSES/CERTIFICATIONS.....	38
Article XXVI.	NONWAIVER OF PERFORMANCE.....	38
Article XXVII.	LEGAL AUTHORITY	38
Article XXVIII.	PARTIES BOUND.....	38
Article XXIX.	CAPTIONS.....	38
Article XXX.	GOVERNING LAW.....	38
Article XXXI.	SURVIVAL OF OBLIGATIONS.....	39
Article XXXII.	TEXAS GOVERNMENT CODE §2270.002	39
Article XXXIII.	ENTIRE AGREEMENT.....	39
Exhibit 1.	ADVERTISING DISPLAY LOCATIONS	
Exhibit 2.	COMMERCIAL ADVERTISING POLICY	
Exhibit 3.	MINIMUM CAPITAL INVESTMENT	
Exhibit 4.	STANDARDS AND SPECIFICATION FOR CONSTRUCTION	
Exhibit 5.	MANDATORY FEDERAL CONTRACT PROVISIONS	
Exhibit 6.	LETTER OF CREDIT	

**AGREEMENT FOR ADVERTISING CONCESSION
AT THE
SAN ANTONIO INTERNATIONAL AIRPORT**

This Agreement for Advertising Concession at the San Antonio International Airport (“Agreement”) entered into and effective as of this _____ day of _____, _____, by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager, pursuant to Ordinance Number _____ passed and approved by the City Council on _____, hereinafter called “City”, and _____, a _____ corporation, by and through its respective duly authorized representative, hereinafter called “Concessionaire”.

WITNESSETH:

WHEREAS, the City of San Antonio is the owner and operator of the San Antonio International (“Airport” or “Facility”), and;

WHEREAS, Concessionaire is a corporation engaged in the business of operating commercial advertising concessions at airports; and

WHEREAS, the City wishes to grant to Concessionaire the right to operate an advertising concession for the San Antonio Aviation System under an agreement containing mutually satisfactory terms and covenants; and

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, the City and the Concessionaire hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

Article I. DEFINITIONS

- 1.1 “Advertising Concession Program” shall mean the advertising program to which this Agreement applies. Such Advertising Concession Program will be a comprehensive advertising program inclusive of indoor and outdoor advertising opportunities which will be totally integrated and coordinated as to design, quality and content as more fully described in **Article III**.
- 1.2 “Advertising Display” means a medium of communication installed and maintained indoors and outdoors for advertising and includes signs, posters, dioramas, back-lit wall-mounted displays of various sizes, mechanically or electronically rotating multiple distinct advertising messages, exhibits, kiosks, high tech plasma or LCD screens, recessed signs with LED displays, fiber optic displays, wide screen video systems, digital image banners, interactive multimedia software or optical imaging display cases, wall murals, courtesy phone centers, three dimensional displays, and wall wraps.
- 1.3 “Affiliated Company” shall include companies in which Concessionaire has an ownership interest or which have an ownership interest in the Concessionaire. Such Affiliated Companies shall be included in the definition of “Concessionaire” as previously defined and shall be under the same obligations as Concessionaire with regard to this Agreement.
- 1.4 “Airport” shall mean the San Antonio International Airport, owned and operated by the City of San Antonio.

- 1.5 "Airport Terminals" and "Terminals" shall mean the Terminal Buildings known as Terminal A and Terminal B and/or any and all other new terminals constructed at the Airport during the term of this Agreement.
- 1.6 "Assigned Locations" means those sites at the Airport where Concessionaire is authorized to install an Advertising Display under this Agreement, as more particularly identified and described in **Exhibit 1**.
- 1.7 "Aviation Director" shall mean the Director of the Aviation Department for the City of San Antonio, from time to time appointed by the City Manager and shall include such persons or persons designated by him to act on his behalf with respect to any and all matters pertaining to this Agreement. Unless otherwise indicated, the Aviation Director shall have authority with respect to matters affecting the Airport.
- 1.8 "City of San Antonio" and "City" shall include such public officials and public bodies as may, by operation of law, succeed to any or all of the rights, powers or duties which lawfully reside in the City of San Antonio.
- 1.9 "Commercial Advertising" includes advertisements that:
- 1.9.1 have as their singular purpose the promotion of a product for sale or a service for hire;
 - 1.9.2 do not convey, whether expressly or implied, intentionally or unintentionally, by inference or innuendo, any message regarding any political, public service, social or public issue or viewpoint of any person or entity, or any message specifically prohibited by the San Antonio International Airport Commercial Advertising Policy, a copy of which is attached hereto as **Exhibit 2**; and
 - 1.9.3 would not cause the City's public property, if posted individually or in combination with other like advertisements, to become a public forum for the dissemination and/or discussion of political, public service, social or public issues or viewpoints.
- 1.10 "Contract Year" shall be a period of twelve consecutive months beginning on the Commencement Date of this Agreement and every twelve months thereafter.
- 1.11 "Day" means calendar day of twenty-four (24) hours measured from midnight to the next midnight.
- 1.12 "Gross Sales" are defined as any consideration of any kind received, (including barter), derived, and/or billed by Concessionaire from operation of its advertising business at the Airport including the installation, placement, display, maintenance and operation of Advertising Display locations at the Airport, whether by Concessionaire, or parties operating through Concessionaire, from whatever source derived, and whether for cash or credit. Gross Sales shall include all transactions, whether placed electronically, in person, by mail or by any other means. When calculated on a monthly basis, Gross Sales shall include charges attributable to use of the Airport during the subject month, regardless of when an order for advertising services is placed or received or when the charge therefore is made or paid.
- 1.12.1 The following shall be excluded from "Gross Sales":
 - 1.12.1.1 An agency fee actually paid, not to exceed fifteen percent (15%) on each contract, for which Concessionaire shall substantiate monthly by providing

documentation. The amount of the fee may not be kept by the Concessionaire and must be actually paid to a bona fide advertising agency, in order to be eligible for exclusion;

1.12.1.2 Amounts invoiced to advertising customers by Concessionaire for state sales tax;

1.12.1.3 Amounts actually paid by Concessionaire for phone service or other third-party services necessary for contract performance and billed directly to Concessionaire. Concessionaire shall substantiate actual amounts paid on a monthly basis by providing third party documentation;

1.12.1.4 Bad debt, defined for purposes of this Agreement as those debts uncollectible by Concessionaire after 180 days of prudent collection efforts. In the event Concessionaire is unable to collect on Bad Debt, as defined herein, on which Concessionaire had previously included as part of its Gross Sales, such Bad Debt, subject to the limitations of this paragraph, may be excluded as an adjustment to Gross Sales on Concessionaire's subsequent Monthly Statement. Concessionaire shall be entitled to exclude an amount equal to no more than three percent (3%) of annual Goss Sales as Bad Debt for each Contract Year. Adjustments for Bad Debts will be separately stated on the Monthly and annual Gross Sales reports. If any Bad Debt is collected by Concessionaire after adjustment, then an appropriate upward adjustment shall be made to a subsequent revenue statement and Percentage Rent submission, excluding collection costs. Any subsequent collections of Bad Debt will be separately stated on the monthly and annual Gross Sales reports.

1.12.1.5 Any amounts adequately documented and including evidence of refunds given or credits actually provided, which were required to be refunded to an advertiser or which were otherwise withheld by an advertiser, when such withheld funds or reimbursement was the direct result of a loss due to an unforeseen power loss directly caused by the City or one of the City's contractors, without fault by the Concessionaire.

1.12.1.6 Quantity purchase and incentive discounts shall be allowed, with prior approval of the Aviation Director, and approval of plan for allocation of revenues.

1.13 "Improvements" means the Advertising Displays, and all equipment, structures, lines, connections, fixtures, and other modifications and improvements to the Assigned Locations made by or on behalf of Concessionaire to install, operate maintain, service, or repair the Advertising Displays, which cannot be removed without damages to the Assigned Locations.

1.14 "Initial Capital Investment" shall have the meaning set out in **Section 4.1**.

1.15 "Mid-Term Capital Investment" shall have the meaning set out in **Section 4.3**.

1.16 "Minimum Annual Guaranteed Rent" or "MAG" means Guaranteed Rent as more fully defined in **Section 6.2**.

1.17 "Non-Commercial Advertising" includes any advertisement that:

- a. does not have as its singular purpose the promotion of a product for sale or a service for hire;
 - b. attempts to convey, individually or in combination with a commercial advertisement or a prohibited advertisement, messages regarding political, public service, social or public issues or viewpoints of any person or entity.
- 1.18 “Non-Profit Organization“ includes only those public charitable organizations or other non-profit entities legally authorized to operate as such by Article 501(C) of the Internal Revenue Code, limited only by the terms of the Non-Profit Advertising Policy to be established by the parties, which is hereby incorporated by reference as if fully set forth herein.
- 1.19 “Non-Permanent Improvements” shall mean Advertising Displays, equipment, trade fixtures, materials and supplies of Concessionaire, which shall include, without limitation, telephone boards, wall displays, interior and exterior freestanding displays and display cases.
- 1.20 “Percentage Rent” shall mean the Rent as set out in set out in **Section 6.3**.
- 1.21 “Proposal” is the response of Concessionaire to the *Request for Proposals for Advertising Concession Agreement for the San Antonio Airport System*, a copy of said response is made a part of this Agreement by reference. To the extent that said response does not conflict with any of the provisions herein, the commitments contained therein shall be binding on the Concessionaire.

Article II. TERM

- 2.1 Term and Commencement Date. The term of this Agreement shall be ten (10) years and shall commence on the first day of the month following the passage of an Ordinance by the City Council of San Antonio approving this Agreement (“Commencement Date”) and shall terminate at midnight of the last day of the ten year term unless earlier terminated in accordance with this Agreement.
- 2.2 Rental Commencement Dates. *To be proposed by the Respondent through the solicitation process.*
- 2.3 Month to Month Extension. It is agreed and understood that any continued provision of advertising services by Concessionaire, after expiration of the Term of this Agreement shall renew and extend same on a month-to-month basis, until terminated at the discretion of the City. Concessionaire agrees, in the event of such continuation of service, to pay to the City the rental fees that are in effect at the end of the regular term of the Agreement.

Article III. PRIVILEGES AND OBLIGATIONS OF THE CONCESSIONAIRE

- 3.1 The City grants Concessionaire the non-exclusive right and privilege (a) to develop and implement, and maintain an Advertising Concession Program, (b) design, develop, install, operate, manage, and maintain advertising at Assigned Locations, and (c) to enter into advertising contracts with advertisers at the Airport in connection with the Advertising Concession Program.
- 3.2 The Advertising Concession Program shall be at least comparable in design, quality and content to such other programs operated in similarly-sized cities in the United States.

Pursuant to such Advertising Concession Program, Concessionaire shall establish, operate, service and maintain prime quality, expertly designed Advertising Displays, indoors and outdoors, including but not limited to the following: floor exhibits, video advertising, wall and floor back-lit units, a wall mounted diorama that mechanically or electronically rotates multiple distinct advertising messages, liquid crystal displays (“LCDs”), recessed signs with light emitting diode (“LED”) displays, fiber optic displays, wide screen video systems, digital image banners, touch screens, interactive multimedia software, interactive projection systems, optical imaging display cases, wall murals, courtesy phone hotel and transportation displays, fixed 3-dimensional displays, video advertising, outdoor light pole banners, and exterior wall wraps. All Advertising Displays installed under authority of this Agreement shall be state-of-the-art, energy efficient advertising display program incorporating a mix of local, regional, and national advertisers which enhance the aesthetics of the Airport and create a sense of place unique to San Antonio and reflective of the region. All Advertising Displays, media, and other advertising methodologies utilized by Concessionaire pursuant to this Agreement shall comply with the Americans with Disabilities Act. The Advertising Concession Program shall incorporate innovative, cutting-edge technology, tools and methods that reflect best practices in public-spacing advertising. Concessionaire is solely responsible for marketing and selling advertising space and any costs associated therewith. Except as provided elsewhere in this Agreement, the Concessionaire shall pay all expenses associated with planning, installing, implementing, maintaining, cleaning, and operating the Advertising Concession Program.

- 3.3 The Concessionaire shall apply the fiscal, marketing and administrative resources of its organization to the Advertising Concession Program. Through its local, regional and national organization, the Concessionaire shall practice space utilization planning which recognizes and meets the needs of all appropriate advertising classifications and insures maximum revenue return to the City consistent with the scope and integrity of the Advertising Concession Program; provide a sales organization with ability and experience of sufficient scope to solicit and sell local, regional and national advertising for display at the Airport, with emphasis on local advertising; and provide advertising display equipment and fixtures that are creative, innovative and consistent with the architectural design of the Airport.
- 3.4 The media types and locations listed below will not be allowed as part of the Advertising Concession Program. Additional media types and locations may be prohibited at any time at the City’s sole discretion.
 - 3.4.1 Brochures and brochure racks, unless approved in writing by the Aviation Director;
 - 3.4.2 Advertising at airline’s ticket counters;
 - 3.4.3 Advertising in tenant lease spaces;
 - 3.4.4 Advertising that conflicts or interferes with existing and future art displays and areas designated by City for art;
 - 3.4.5 Advertising that blocks the view of or interferes with Airport’s Electronic Visual Information Display System; and
 - 3.4.6 Airport’s Shared Use ticket counters and gates.
- 3.5 Non-Exclusive Concession. This Agreement for advertising concessions is not exclusive. Except for the Assigned Locations specified herein, the City reserves the right to award concessions for other or additional advertising opportunities, or sponsorship opportunities to

any other person for any area of the Airport, including but not limited to, hold room and common area televisions, and monitors own by City.

- 3.6 Non-Commercial Advertising. Non-Commercial Advertising, as defined herein, is prohibited in the venues covered by this Agreement and shall be immediately removed by the Concessionaire at Concessionaire's expense upon written notice from the Aviation Director. Notwithstanding the foregoing, the Aviation Director shall have the discretion, on a case by case basis, to make exceptions and allow limited Non-Commercial Advertising. Advertisements displayed under the terms of this Agreement shall be Commercial Advertising, as defined in this Agreement, and of reputable character, shall conform to recognized business standards and shall not conflict with the laws of the United States or of any State or Political Subdivision thereof having jurisdiction over the City of San Antonio, the San Antonio International Airport, or the rules and regulations of any arm, branch or agency of such governmental bodies. The Airport is designated as non-public facility for advertising and constitutional purposes
- 3.7 Removal of Existing Fixtures. Concessionaire shall remove and replace all advertising fixtures existing in the terminal location at the commencement of this Agreement and repair any surface damage resulting from such removal at Concessionaire's sole expense.
- 3.8 Commercial Advertising. The Concessionaire shall use the Assigned Locations identified as display locations on **Exhibit 1**, Advertising Display Locations, and those that may later be approved hereunder, solely for the sale, placement and display of advertising and shall make good faith efforts in every proper manner to maintain, develop and increase the sales of advertising space developed hereunder
- 3.9 Assigned Locations. The Concessionaire shall have the right to install Advertising Displays at the locations identified as display locations on **Exhibit 1** which are identified and attached hereto. All costs associated with the Concessionaire's installation, operation and maintenance of the Advertising Displays required hereunder, and the displays and programming thereon, shall be borne by the Concessionaire.
- 3.10 Additional Locations. The Concessionaire may at any time request that the Aviation Director approve additional Assigned Locations, including Airport locations outside the terminal buildings and at Stinson Municipal Airport, and display unit types, including exterior video billboards. The types of advertising display units installed by the Concessionaire and the location of such installations shall only be as identified on **Exhibit 1**, Advertising Display Locations, or as subsequently approved in writing within five (5) business days after Concessionaire submits request for locations by the Aviation Director, as applicable, provided, that upon approval by the Aviation Director, as applicable, such additional locations or displays shall automatically be deemed to be incorporated herein by reference as if originally set forth herein. The locations initial locations and additional locations shall be referred to herein as "Assigned Locations".
- 3.11 Acceptance of Locations. Concessionaire's acceptance of the Assigned Locations at the Commencement Date, or any time a new Assigned Location is added, shall be conclusive evidence that Concessionaire has accepted the Assigned Locations in "AS IS, WHERE IS, AND WITH ALL FAULTS" condition and that the Assigned Locations were in good and satisfactory condition for the use intended at the time such possession was taken.
- 3.12 Removal of Locations. The City shall at all times endeavor to maintain for the use of the Concessionaire during the term of this Agreement, Assigned Locations at the Airport of at least equal number, consumer exposure and commercial advertising value as those identified

on the attached **Exhibit 1**. Notwithstanding the foregoing, Assigned Locations authorized for the Concessionaire's use hereunder are subject to elimination, modification, or relocation, at the sole discretion of the Aviation Director, upon notification to the Concessionaire no less than sixty (60) days prior to the date on which the elimination, relocation, or modification is effective. Should the Aviation Director and the Concessionaire disagree on the elimination, modification, or relocation of any advertising display location, the Aviation Director's decision, with regard to the locations for which they are responsible, shall be final. In the event that an Advertising Display Location is eliminated, modified or relocated, the Concessionaire shall be entitled to an equitable adjustment to its MAG proportionate to the sales value of the locations removed, eliminated or modified.

- 3.13 Rates. Concessionaire shall have the right to establish advertising rates for the inventory being marketed and provide the City with the schedule of said rates. The parties agree that based upon market demand and other factors the rates may change from time to time, provided, that in the event the rates are changed the City will be provided with an updated schedule of rates. When additional locations are added, Concessionaire shall provide the Aviation Director, as applicable, with the rates for all added locations with its proposal for additional locations. Such rates shall be comparable to rates charged for the similar locations currently in place at the Airport.
- 3.14 Content. The Concessionaire agrees to maintain high standards relative to advertising copy and content, including but not limited to compliance with the Commercial Advertising Policy attached to this Agreement as **Exhibit 2**.
- 3.15 Prior Approval of Display Artwork. Prior to the programming or installation of display artwork on an Advertising Display approved hereunder, graphic or other representations of the proposed display shall be submitted to the Aviation Director, as applicable, for approval. The Aviation Director, as applicable, shall provide notice to the Concessionaire of approval or disapproval of the proposed display programming or installation within ten (10) business days of submission of such graphics or other representations. If extenuating circumstances require a longer period than ten (10) business days to provide notice of approval or disapproval, the Aviation Director shall promptly notify Concessionaire of the amount of additional response required, and an extension of such time shall not be unreasonably withheld by Concessionaire.
- 3.16 Replacement of Content. The City shall at all times endeavor to maintain for the use of the Concessionaire during the term of this Agreement, Advertising Content which is approved in accordance with this Agreement. Notwithstanding the foregoing, and subject to the equitable apportionment of costs as set forth below, the Aviation Director, in his sole discretion, may direct the removal from display at the Airport, advertising display that causes substantial public criticism or that is found generally offensive by members of the community.
- 3.16.1 If it becomes necessary to remove any display content, which was previously approved by the Aviation Director and subsequently, as a result of events not in control of the City or the Concessionaire must be removed because it has become objectionable, resulting costs of removal shall be mitigated, to the extent possible, by replacement of objectionable content with non-objectionable content. Net losses sustained by the Concessionaire which are documented as attributable to the removal, supported by evidence of actual costs, and reviewed and approved by the Aviation Director shall be split equally between the Parties and the City's portion shall be credited to Concessionaire in the next billing cycle. Such approval shall not be unreasonably withheld.

3.16.2 If the advertising content was approved by the Director in accordance with this Agreement and the Aviation Director requests removal based on circumstances of substantial public criticism or the fact that the public finds the content generally offensive, resulting costs of removal shall be mitigated, to the extent possible, by replacement of objectionable content with non-objectionable content. Net losses sustained by the Concessionaire which are documented as attributable to the removal, supported by evidence of actual costs, and reviewed and approved by the Aviation Director, as applicable, shall be borne by the City and shall be credited to Concessionaire in the next billing cycle. Such approval shall not be unreasonably withheld.

3.17 Vacant Display Space. In the event an Advertising Display does not contain a Commercial Advertisement display, The Aviation Director may designate that such display unit shall be occupied, free of charge, with filler graphics or other programming promoting the Airport and/or City or City-sponsored events, so long as such events also promote the Airport. All such material shall be pre-empted by Concessionaire's paid advertisements, if and when such advertisement commitments are secured. The City shall be responsible for special production costs for City-related programming.

3.18 Concessionaire must coordinate the design of the Advertising Displays to be constructed and installed by Concessionaire with City. Concessionaire, along with Concessionaire's architect/engineer and others shall attend meetings with City representatives when requested by City for the purpose of reviewing drawings, plans, finishes and specifications.

3.19 The Concessionaire shall bear all expenses associated with the extension of electric, data, telephone, and other utility service from existing termination points or installations in the existing Airport terminals or other Airport locations to Assigned Locations. Plans and specifications for the installation or extension of wire, cables, equipment and the like associated with data, telephone and other utility service shall be submitted to the Aviation Director, as applicable, and are subject to the Aviation Director's approval prior to commencement of work thereon.

3.19.1 City shall pay customary charges for electricity consumed in the operation of Advertising Displays installed pursuant to this Agreement. With the exception of aforementioned electrical usage charges, Concessionaire shall pay for all utility services, including data and telephone service, necessary for the operation of the displays installed hereunder. With the exception of electric usage charges, the Concessionaire shall be directly invoiced for all costs associated with its use of data, telephone and other utility services and shall make timely payment therefore.

3.19.2 The Concessionaire and its employees, customers, agents, contractors and suppliers shall have the right of ingress and egress to and from the Assigned Locations, subject to security policy and directives issued by the Aviation Directors and all applicable laws, regulations, ordinances, policies or rules. Concessionaire's access rights within the Airport property shall at all times, be subject to Airport security policy and directives issued by the Aviation Director, the Transportation Safety Administration, and all applicable laws, regulations, ordinances, policies or rules adopted or issued by a governmental body or authority with jurisdiction over the Airport. Employees of the Concessionaire shall be permitted to park at the Airport under the same terms and conditions as other concessionaires at the Airport. Upon request, the City shall provide reasonable assistance to the Concessionaire with regard to arranging for security clearances, badging to access Terminals and other Airport facilities during non-use and during normal business hours including, but not limited to, nights and weekends for the

purpose of marketing and maintaining elements of the Advertising Concessions Program.

- 3.20 The Concessionaire shall obtain all permits, certificates and approvals required for work approved hereunder. Except as otherwise agreed in writing by the parties to this Agreement, all work shall be at Concessionaire's sole cost and expense and the Concessionaire shall provide and pay for all labor supervision, materials, supplies and transportation. The City shall provide all necessary assistance as is reasonably requested by Concessionaire in connection with obtaining any required permits, certificates and approvals in connection with carrying out the purpose of this Agreement.
- 3.21 Concessionaire shall construct and install the Advertising Displays free and clear of all liens, encumbrances and security interests.
- 3.22 One reproducible "as built" plan for each approved Advertising Display installation shall be provided by the Concessionaire to the Aviation Director within sixty (60) days following completion of work thereon.
- 3.23 In the event that City constructs a new terminal at the Airport during the term of this Agreement, the City shall bear the reasonable and customary expenses associated with the extension of electric, data, telephone, and other utility service any new terminal buildings which may be constructed during the term of this Agreement. In addition, the City shall bear the reasonable and customary expenses associated with the initial installation, to include, extension of electric, data, telephone, and other utility service to facility under construction for which utility service has not been installed. City agrees to direct its contractors to cooperate with Concessionaire to assure that reasonable extensions are included in the plans and specifications for the facility.
- 3.24 During the Term of this Agreement, Advertising Displays shall, as between City and Concessionaire, be and remain the personal property of Concessionaire. At the end of the Term of this Agreement, whether by expiration or earlier termination, the City shall have the option, exercisable in its sole discretion, to take title to all or some of the Advertising Displays.
 - 3.24.1 To the extent City elects to take ownership of any Advertising Display, Concessionaire shall yield and deliver peaceably to City possession of such units. All Advertising Displays to which City has elected to retain title shall become the property of City, free and clear of any liens or encumbrances whatsoever
 - 3.24.2 With respect to those Advertising Displays which Concessionaire is directed to remove from the Assigned Locations, Concessionaire shall remove same with thirty (30) days, and, upon any such removal, Concessionaire shall repair, at its own expense, any damage resulting from removal, and leave the Assigned Locations in a clean and neat condition, with all other Improvements in place.
 - 3.24.2.1 If Concessionaire fails to repair any damage done to the Assigned Locations or the Airport as a result of the removal of Advertising Displays to the City's satisfaction, the City shall have the right to either:
 - 3.24.2.1.1 make such repairs and be reimbursed by Concessionaire within ten (10) days following demand by the City for the payment at the City's standard rates, including the City's

overhead and administrative costs, or, if the work is performed by the City's contractor, the City's actual cost, plus City overhead and administrative costs; or

3.24.2.1.2 draw against Concessionaire's letter of credit for the funds necessary to restore Airport premises to a neat and clean condition and to pay the City's actual cost plus City overhead and administrative costs.

3.24.2.2 If Concessionaire fails to remove all or any portion of the Advertising Displays as directed by the City within sixty (60) days after the end of the Term of this Agreement, whether by expiration, termination, or otherwise, the City may either:

3.24.2.2.1 remove the Advertising Displays from the Assigned Locations at Concessionaire's expense to a public warehouse for deposit, or retain the same in the City's possession, and sell the same, with or without notice and at public or private sale; or

3.24.2.2.2 assume full ownership of all such Advertising Displays free from any liens or claims whatsoever created by Concessionaire, without any compensation from City to Concessionaire or to any other person or entity.

3.24.2.3 Concessionaire shall execute and deliver to the City bills of sale or other documents any reasonably requested by the City to effect or evidence the City's title to Advertising Displays.

3.24.2.4 Concessionaire shall reimburse City for all expenses incurred by City in removing and disposing of such Advertising Displays. If the City elects to sell such Advertising Displays and the expenses of removal, storage, and sale exceed the proceeds of the sale, then Concessionaire shall pay the excess to the City upon demand or City may draw against Concessionaire's letter of credit for the excess cost.

3.25 All Improvements installed by the Concessionaire at the Airport shall be and remain the property of the Concessionaire until the expiration or earlier termination of this Agreement, at which time said Improvements shall become the property of the City.

3.26 Except for removal of any advertising displays installed by the prior Concessionaire, Concessionaire shall not remove or demolish, in whole or in part, any Improvements to the Assigned Locations installed by Concessionaire without the prior written consent of the Director. The Director may, at the Director's sole discretion, condition such consent upon the obligation of Concessionaire to replace the same by another Improvement specified in such consent.

3.27 If applicable, during any future transition of the advertising concession to another concessionaire, the incumbent Concessionaire warrants, represents, covenants, and agrees that Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Article IV. CAPITAL INVESTMENT REQUIREMENT

- 4.1 Initial Capital Investment Requirement. Within _____(_____) days after the Commencement Date, Concessionaire shall make a minimum initial capital investment of not less than \$_____ (“Initial Capital Investment”) as set forth in more detail in **Exhibit 3** Minimum Capital Investment. If construction or other event at the airport prevents or delays the installation of an Advertising Display that is defined in **Exhibit 3** Minimum Capital Investment, the parties shall either agree upon a substitute location in a reasonable amount of time, or Concessionaire shall be granted an extension of time in which to install the Advertising Display. Consequently, upon such occurrence, an extension of time by which Concessionaire must make its minimum capital investment shall also be extended accordingly.
- 4.1.1 Within thirty (30) days after the Commencement Date, Concessionaire will provide the City with a schedule of Concessionaire's allowable initial Capital Investment costs, along with copies of paid invoices, or similar documentation acceptable to the Director evidencing the allowable Capital Investment amounts Concessionaire expended
- 4.1.2 The following costs may be counted toward Concessionaire' s Minimum Initial Capital Investment:
- 4.1.2.1 Costs incurred by Concessionaire for Improvements and equipment, plumbing, electrical and mechanical improvements, lighting, wall finishes, flooring, and removable equipment that is necessary to the operation of the Advertising Displays.
- 4.1.2.2 Fees and costs payable to Concessionaire's architects and contractors, not to exceed 10% of the sum of the total construction costs contracted for directly by Concessionaire and paid to a construction contractor or materials supplier, **and** the total cost of Advertising Displays purchased by Concessionaire and installed and used by Concessionaire in the Assigned Locations.
- 4.1.3 The following costs may not be counted toward Concessionaire's Minimum Capital Investments:
- 4.1.3.1 Concessionaire's costs for internal design, review, management, and oversight of Concession Areas construction.
- 4.1.3.2 Concessionaire's licensing, franchising, or permitting costs.
- 4.1.3.3 Any other future renovation and remodeling of the Assigned Locations which Concessionaire, at its option, elects to make during the term that are not associated with the Mid-term Capital Investment.
- 4.1.3.4 Any cost to maintain, upgrade, or improve the Improvements, after installation, which are not associated with the Mid-term Capital Investment.
- 4.2 If any Assigned Locations are added after the Commencement Date but prior to the Mid-term Capital investment, then the parties shall negotiate agree upon a minimum capital investment for such additional location.

- 4.3 Minimum Mid-Term Capital Investment. In addition to its ongoing obligation to repair and maintain the Advertising Displays during the Term, Contractor shall, during the first six months of the sixth Agreement Year, make a minimum mid-term capital investment of not less than \$_____ (the "Minimum Mid-term Capital Investment"). Concessionaire shall provide to City a list of equipment and the associated eligible costs comprising the Mid-term Capital Investment at least _____ (____) days prior to the start of the sixth Agreement Year which list shall be incorporated into and become part of **Exhibit 3** hereto. If construction or other event at the airport prevents or delays the installation of any equipment included in the Mid-term Capital Investment, the parties shall either agree upon a substitute location in a reasonable amount of time, or Concessionaire shall be granted an extension of time in which to install the Advertising Display. Consequently, upon such occurrence, an extension of time by which Concessionaire must make its minimum capital investment shall also be extended accordingly.
- 4.3.1 Within thirty (30) days after construction completion, Concessionaire will provide the City with a schedule of Concessionaire's allowable Mid-term Capital Investment costs, along with copies of paid invoices, or similar documentation acceptable to the Director evidencing the allowable Capital Investment amounts Concessionaire expended
- 4.3.2 The following costs may be counted toward Concessionaire's Minimum Mid-term Capital Investment:
- 4.3.2.1 Costs incurred by Concessionaire for Improvements and equipment, plumbing, electrical and mechanical improvements, lighting, wall finishes, flooring, and removable equipment that is necessary to the operation of the Advertising Displays associated with the Mid-term Capital Investment.
- 4.3.2.2 Fees and costs payable to Concessionaire's architects and contractors, not to exceed 10% of the sum of the total construction costs contracted for directly by Concessionaire and paid to a construction contractor or materials supplier, **and** the total cost of Advertising Displays purchased by Concessionaire and installed and used by Concessionaire in the Assigned Locations associated with the Mid-term Capital Investment.
- 4.3.3 The following costs may not be counted toward Concessionaire's Minimum Mid-term Capital Investments:
- 4.3.3.1.1 Concessionaire's costs for internal design, review, management, and oversight of Concession Areas construction.
- 4.3.3.1.2 Concessionaire's licensing, franchising, or permitting costs.
- 4.3.3.1.3 Any other renovation and remodeling of the Assigned Locations which Concessionaire, at its option, elects to make after the Mid-term Capital Investment during the term.
- 4.3.3.1.4 Any cost to maintain, upgrade, or improve the Improvements, after installation.
- 4.4 Verification. Concessionaire shall document its Initial Capital Investment and Mid-term Capital Investment to the satisfaction of the Director in the form the Director requires. Concessionaire will provide the City with a schedule of Concessionaire's allowable Capital Investment costs, along with copies of paid invoices, or similar documentation acceptable to the Director evidencing the allowable Initial Capital Investment and Mid-term Capital

Investment amounts Concessionaire expended within the time frames outlined in **Section 4.3**. Such schedules shall document Concessionaire's allowable capital investment costs broken down by total expenditure by location. The schedules shall be accompanied by a signed statement by an officer of Concessionaire certifying that, to the best of his or her knowledge and belief, the schedule is true and correct and all amounts listed were actually paid by Concessionaire.

- 4.4.1 If Concessionaire fails to make either the required minimum Initial or Mid-term Capital Investment, and such failure is not corrected within ninety (90) days after written notice from the City, Concessionaire shall pay, in addition to the other amounts due hereunder, on demand to City an amount equal to the difference between such minimum Capital Investment and the capital expenditure actually made by Concessionaire.
- 4.4.2 If Concessionaire fails to faithfully, fully, and timely provide the information required above documenting its Capital Investment, and such information is not fully provided within ten (10) days of receipt of written notice of such failure from the City, Concessionaire shall pay to the City as liquidated damages, and not as a penalty, the sum of one hundred dollars (\$100.00) per day until the information is fully provided to the City. The failure to provide the required information in full within thirty (30) days from receipt of the written notice shall be a material Concessionaire Default. In the event of a Concessionaire Default under this section, in addition to any other right or remedy available to the City, the Director may determine Concessionaire's Capital Investment, which shall be binding on Concessionaire for all purposes.
- 4.4.3 If City disputes the amount of either Concessionaire's Initial or Mid-term Capital Investment, City may utilize its own audit and accounting staff or hire a certified public accountant to audit the eligible costs incurred by Concessionaire. If it is determined that Concessionaire's eligible expenses are less than the minimum Capital Investment, then Concessionaire shall pay, in addition to the other amounts due hereunder, within 30 days after such determination, the difference between such minimum Capital Investment and the capital expenditure actually made by Concessionaire plus the City's cost of conducting such audit.

Article V. RESPONSIBILITY OF THE CITY

- 5.1 The City shall maintain the common areas of the Airport, including the parking garages and public areas of the Airport Terminals, in as good a condition as the same are on the effective date of this Agreement, ordinary wear and tear excepted, provided however, that the Concessionaire shall be responsible for and shall bear the cost of any damages resulting from the intentional or negligent acts or omissions of the Concessionaire's employees, officers or agents. The City's obligation to maintain the Airport shall be at standards equal to similar airports of comparable size and activity levels, providing however that nothing herein shall be construed to require the expansion of Airport facilities. This section shall not be construed to require the City to rebuild any improvement located at the Airport which is damaged by any natural disaster, act of war, the elements, fire, explosion or other event beyond the control of the City.
- 5.2 Concessionaire shall within sixty (60) days of the Commencement Date provide to City plans and specifications for the design, construction and installation of the initial Advertising Displays. The Aviation Director shall, within fourteen (14) days of receipt of such plans and specifications, provide notice to the Concessionaire of approval or disapproval thereof. Review and approval of the plans and specifications shall be based on the conformity of such plans and specifications to the general architectural and aesthetic plan for the Airport where the display units are installed, and approval of

construction. Upon approval of plans and specifications, the subject work shall commence without delay and shall be performed as set forth in the approved plans and specifications, subject only to changes thereafter approved in writing by the Aviation Director. All work performed hereunder must be in strict compliance with applicable building codes, laws, regulations, statutes, ordinances, and the San Antonio International Airport Standard and Specifications Standards for Construction attached hereto as **Exhibit 4** (or such document as may succeed the aforementioned manual).

Article VI. RENTAL

6.1 From and after the Commencement Date, Concessionaire shall pay to the City the greater of Minimum Annual Guaranteed Rent or Percentage Rent (as defined in this Agreement). Concessionaire shall also pay Miscellaneous Charges as set forth herein.

6.2 Minimum Annual Guaranteed Rent ("MAG")

6.2.1 During the first Contract Year, and subject to all applicable provisions of this Agreement, Concessionaire shall pay to the City Minimum Annual Guaranteed Rent ("**MAG**") of \$_____. Concessionaire shall pay MAG in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Should any Contract Year contain less than 12 calendar months, MAG shall be prorated in a manner determined by the Director in accordance with customary business practices.

6.2.2 The MAG for the second Contract Year, and each succeeding Contract Year, shall be the greater of the MAG for the preceding year or eighty-five percent (85%) of the total rent (consisting of MAG and Percentage Rent) paid for the preceding year. In no event, however, shall the MAG for any year be less than 100% of the MAG for the first Contract Year, except as provided in **Section 6.2.3** below.

6.2.3 The MAG shall abate on a monthly basis if the following two events occur: (i) the number of enplanements decreases by twenty-five percent (25%) for a period covering the immediately prior three consecutive months when compared with the previous year's corresponding period; and (ii) Concessionaire's gross sales do not trigger the payment of Percentage Rent during the period of the enplanements' decrease. Percentage Rent shall never be abated.

6.3 Percentage Rent.

6.3.1 In consideration for the rights and privileges granted under this Agreement and effective upon the Commencement Date, the Concessionaire shall pay to the City the greater of _____ percent (____%) of Gross Sales (hereinafter "Percentage Rent") or the Minimum Annual Guarantee, as defined below:

6.3.2 Percentage Payments. By the fifteenth day of each calendar month during the term of this Agreement, commencing as of the second such month, and by the fifteenth day of the calendar month following the expiration or termination of this Agreement, Concessionaire shall furnish to the City a statement, in a form reasonably acceptable to the Aviation Director, showing the Gross Sales during the month, including an itemization of any exclusions or deductions made from Gross Sales. Accompanying such statement shall be Concessionaire's payment, if any, of a sum of money equal to the amount by which the Percentage Rent for the preceding calendar month exceeds the Minimum Annual Guarantee paid for such month. In the event said Percentage Rent does not exceed the Minimum Annual Guarantee paid for such month, no Percentage Rent shall be payable. Percentage Rent

payable in such month shall be calculated separately and independently of any other month and there will be no offsets or credits allowed for any other month for which a Percentage Rent was not payable.

6.3.3 Percentage Rent is agreed to be a portion of the consideration for the City to enter into this Agreement and the City expects to supplement MAG to provide a fair rental return. If Concessionaire fails to continuously operate its business or vacates any Assigned Locations prior to the expiration of the Term, the City will suffer damages not readily ascertainable. The City shall have the right to treat any of such events as a material default and breach by Concessionaire and the City shall be entitled to all remedies provided hereunder or at law.

6.3.4 In the event that the MAG is abated or reduced to \$0.00, Percentage Rent shall still apply.

6.4 Miscellaneous Charges. The following charges shall be collectively referred to as "Miscellaneous Charges":

6.4.1 Employee Parking. The City, while providing parking facilities at the Airport to Concessionaire's employees in common with employees of other concessionaires and users of the Airport, retains the right to institute a reasonable charge for the privilege of using these parking facilities. Such charges shall be evidenced by an invoice from the City and shall be promptly paid to the City, with payment to be made directly at the office of the Aviation Director at the Airport at such intervals as shall be demanded by the City from time to time.

6.4.2 Identification Security Badges. All persons employed at San Antonio International or Stinson Municipal Airport, including Concessionaire's employees, are required to must pass a security background check and obtain identification security badges from the City and the City reserves the right to institute a reasonable charge for the issuance and replacement of these identification security badges. Concessionaire shall pay such charges at the time incurred.

6.5 Other Contractual Charges. Concessionaire shall pay the following charges (collectively "**Contractual Charges**") for violation of various requirements set out in the referenced sections below. Acceptance of payment for Contractual Charges shall not constitute a waiver by City of its right to pursue other contractual or legal remedies:

Section	Violation	Amount of fee
6.11.3	Late Monthly Statements	\$100.00 per month per late statement until submitted.
6.11.4	Late Annual Audit	\$100.00 per month until submitted.
7.1.12	Failure to comply with a law, regulation, and/or licenses, pertaining to operation and use of premises, etc.	\$50.00 per day until compliant.

6.6 Payments.

All Rents, fees, and charges shall be paid by Concessionaire by check payable to the City of San Antonio, which shall be delivered or mailed, postage prepaid to the address in this section or to such other address as may be designated in writing by Director.

City of San Antonio c/o Frost
National Bank
P.O. Box 1958
San Antonio, TX 78297-1958

- 6.7 Time of Payment. The following sets forth the time of Concessionaire payments of rents, fees, and charges to City which shall all be paid without deduction or setoff:
- 6.4.3 MAG as applicable shall be due and payable, without deduction or setoff, in monthly installments in advance on or before the first (1st) day of each month.
 - 6.4.4 Percentage Rent for each month of operations shall be due and payable without deduction or set off by the fifteenth (15th) day of the month following the end of said month.
 - 6.4.5 Miscellaneous, Contractual, and/or Late Payment Charges shall be paid by Concessionaire within ten (10) days of transmittal of an invoice or other writing by City or in conformance with procedures established by Director.
- 6.8 Late Payment Charge. If any Rentals, charges, or fees required to be paid to the City hereunder are not made when such Rentals, charges and fees are due, including amounts identified as a result of any audit findings, are delinquent for a period of ten (10) days or more from the date when such payment is due to City, Concessionaire shall pay City late fees thereon, from the date such Rents, fees, or charges became payable to the date of payment at the rate of one and one-half percent (1.5%) per month; provided, however, that if the maximum rate then provided by law is less than one and one-half percent (1.5%) per month, then the rate shall be such maximum legal rate. City may, but is not obligated to, provide Concessionaire with a written reminder when invoiced rents, fees, or charges have not been received within ten (10) days of the due date. The parties hereto agree that such late payment charge represents a fair estimate of expenses the City will incur by reason of any such late payment. The City's acceptance of partial payments or late payment charges shall not constitute a waiver of Concessionaire's default with respect to Concessionaire's nonpayment nor prevent the City from exercising all other rights and remedies available to the City under this Agreement or at law.
- 6.9 Concessionaire's Payment Obligations. The City may apply any payments received from Concessionaire to any Rentals which are then due. If the City shall not make any specific application of a payment received from Concessionaire, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Concessionaire for application to a specific portion of Concessionaire's financial obligations hereunder shall be binding unless otherwise required under Texas law. Concessionaire covenants to pay all Rentals hereunder independent of any obligation of the City. No breach of this Agreement by the City shall relieve Concessionaire of its obligation and duty to pay all such Rentals when due under the terms hereof. Except as otherwise specifically set forth herein, all Rentals shall be paid by Concessionaire to the City without set-off, deduction, demand, notice or abatement. All payments received by the City shall be credited and be deemed to be on account of the Rental and other charges first then due. No statements or endorsements on any check or any letter accompanying any check or payment of Rental or other charges shall be deemed an accord and satisfaction of any debt or obligation of Concessionaire hereunder. The City reserves the right to accept any check or payment without prejudicing in any way the City's right to recover the balance of any and all Rental and other charges due from

Concessionaire after receipt of any such check or payment or to pursue any other remedy provided herein or by law.

6.10 Concessionaire's Records.

6.10.1 Concessionaire shall keep and maintain full and accurate books and source documents, in accordance with generally accepted accounting principles ("GAAP"), of the Gross Receipts, whether for cash, credit or otherwise, of Concessionaire's business at any time operated within the Airport and of the operations of each subconcessionaire, joint venture partner or licensee, if any, and shall require and cause all such parties to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Concessionaire (collectively, "**Records**"). The Records to be kept by Concessionaire at its principal business office in the United States shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily receipts from all sales (including those from mail, electronic or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records and records of any other transactions conducted in or from the Airport. Pertinent original sales records shall also include a point of sale system of record keeping and such other reasonable documentation which would normally be examined by an independent accountant pursuant to GAAP in performing an audit of Concessionaire's sales sufficient to provide determination and verification of Gross Receipts and the exclusions therefrom.

6.10.2 The Records shall be preserved by Concessionaire and its subcontractors for a period of three (3) years following the expiration of the Term or earlier termination of this Agreement. All records maintained pursuant hereto shall at all reasonable times, during Concessionaire's normal business hours after thirty (30) days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by, the City, or the City's designated management representatives or agents, including City's internal or external auditors.

6.11 Reports by Concessionaire.

6.11.1 Concessionaire shall deliver to the City:

6.11.1.1 within fifteen (15) days after the expiration of each month during any Contract Year, a written statement in a form reasonably satisfactory to the Director signed by an officer of Concessionaire, showing the Gross Receipts made from the Airport during such period including an itemization of any exclusions or deductions made to Gross Receipts and the amount of Percentage Rent paid, if any, among other matters ("**Monthly Statement**"); and

6.11.1.2 within ninety (90) days after the expiration of each Contract Year and after termination of this Agreement, a written statement in a form reasonably satisfactory to the Director signed by the CEO or other executive officer of Concessionaire ("**Annual Statement**") showing in reasonable detail the amount of Gross Receipts made by Concessionaire from the Airport during the preceding Contract Year including an itemization of any exclusions or deductions made to Gross Receipts, the payments of MAG, and Percentage Rent paid among other matters. Concessionaire shall certify in its Annual Statement that:

a. such statements have been prepared in accordance with the terms of this Agreement and GAAP;

- b. that all revenues derived from Concessionaire's activities hereunder which are required to be included in Gross Receipts have been so included; and
 - c. that all payments of MAG and Percentage Rent have been made in accordance with the terms of this Agreement.
- 6.11.1.3 The written audit with respect to the Annual Statement required above shall state that, Concessionaire's total Gross Receipts for the previous Contract Year and the MAG and Percentage Rent paid by Concessionaire to the City were calculated and reflected by Concessionaire in its Annual Statement in accordance with the applicable terms of this Agreement and prepared in accordance with GAAP. Concessionaire shall require all subconcessionaires, licensees and/or assignees, if any, to furnish a similar statement.
- 6.11.1.4 The Monthly Statements and Annual Statements prepared by Concessionaire shall also provide an analysis of operations, which shall include the total number of transactions per location.
- 6.11.1.5 The Director may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon thirty (30) days prior notice to Concessionaire.
- 6.11.2 Concessionaire shall require a similar audit, as the audit required from Concessionaire, from all sublessees, subconcessionaires, joint venture partnerships or sublicenses operating at the Airport.
- 6.11.3 If Concessionaire fails to furnish City with the Monthly Statement required above, Concessionaire's monthly sales shall be determined by assuming that the total sales during the preceding month were one hundred fifty percent (150%) of gross sales for the highest month in the preceding 12-month period. Any necessary adjustment in such Percentage Rent shall be calculated after an accurate report is delivered to the Director by Concessionaire for the month in question, and resulting surpluses or deficits shall be applied to Concessionaire for the next succeeding month. An accounting fee of \$100 per month per late Monthly Statement will be charged to Concessionaire and shall be payable by Concessionaire for the additional services required by City pursuant to this paragraph. This remedy shall be in addition to other remedies provided herein or by law to the City.
- 6.11.4 If Concessionaire fails to furnish to the Director an Annual Statement as required above, the Concessionaire shall pay within ten (10) days of written demand therefor by the City as a contractual charge of \$100.00 per month, or fraction thereof, until the Annual Statement is delivered to Director by Concessionaire. This remedy shall be in addition to other remedies provided herein or by law to the City.
- 6.11.5 In the event the City institutes a digital reporting system, Concessionaire shall utilize such digital reporting system and enter and/or upload sales data into the system as requested.
- 6.12 Right to Examine Books. Notwithstanding the acceptance by the City of payments of Rentals or installments thereof, the City shall have the right to audit all Rentals and other charges due hereunder. Concessionaire shall make available to the Director within thirty (30) days following the City's written request for the same at the Director's office in the Airport for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government

agencies of Concessionaire and any subconcessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals.

- 6.13 Right of Audit by City. The City may at any time upon thirty (30) days' prior written notice to Concessionaire, cause a complete audit to be made by an auditor or accountant selected by the City, or an internal City auditor or City compliance personnel, of the entire records and operations of Concessionaire and/or any subconcessionaires, licensees and/or assignees, if any, relating to the Airport for the period covered by any statement issued or required to be issued by Concessionaire as set forth in this **Article V**. Concessionaire shall make available to the City's auditor at its office in the Airport within thirty (30) days following the City's written notice requiring such audit, all of the books, source documents, accounts, records and sales tax reports of Concessionaire which such auditor deems necessary or desirable for the purpose of making such audit. If the audit is conducted after the expiration of this Agreement, Concessionaire shall make the records available at the address indicated by City. If such audit discloses that Concessionaire's Gross Receipts as previously reported for the period audited were understated, Concessionaire shall immediately pay to the City the additional Percentage Rent due for the period audited together with interest at the interest rate from the date(s) such amount was originally due. Further, if such understatement was in excess of one percent (1%) of Concessionaire's actual Gross Receipts as disclosed by such audit, Concessionaire shall immediately pay to the City or to the City's designee the reasonable and actual cost of such audit, within 30 days of an invoice therefor. If such understatement was in excess of five percent (5%) of Concessionaire's Gross Receipts as disclosed by such audit due to Concessionaire's intentional, willful or fraudulent act or omission, the City may declare this Agreement terminated and the Term ended, in which event this Agreement shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Agreement for expiration of the Term, and Concessionaire shall vacate and surrender the Airport on or before such date in the condition required by this Agreement for surrender upon the expiration of the Term. If upon examination or audit the City's auditor, accountant or representative reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with GAAP to verify Concessionaire's actual Gross Receipts, Concessionaire shall pay for the reasonable and actual cost of such audit and, in addition, should the City deem it necessary, Concessionaire shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited.

If Concessionaire is not able to provide records as required under this Article, City reserves the right to review records/conduct an audit at Concessionaire's office within the continental United State of America, at Concessionaire's full expense. City shall be entitled and Concessionaire shall advance all expenses associated with conducting the audit not to exceed \$5,000.

Article VII. CONCESSION OPERATIONS

- 7.1 The Concessionaire shall satisfy during the term of this Agreement all of the following Operational Standards:
- 7.1.1 Concessionaire shall select and appoint a general manager or other management-level employee or subcontractor to serve as the manager of Concessionaire's Airport operations. Such person must be an outstanding, highly qualified, and experienced manager or supervisor of comparable airport advertising operations, vested with full power and authority to accept service of all notices provided for herein regarding operation of the Concession, and to control the conduct and activities of Concessionaire's agents, subcontractors, and employees. The

manager shall be located at or near the Airport, where he or she shall generally be available during regular business hours. In the absence of Concessionaire's general manager, a responsible subordinate shall be in charge and available. Concessionaire shall provide the Director with the current business telephone and facsimile numbers and electronic mail address of Concessionaire's general manager at all times. Concessionaire's manager shall:

- 7.1.1.1 Inspect all Airport Displays at least twice per week; and
- 7.1.1.2 Meet with the Aviation Department concession manager on a regular basis, but not less than once monthly.
- 7.1.2 Concessionaire shall have maintenance personnel available for emergency contact twenty-four (24) hours a day, three hundred sixty five (365) days a year. The selected respondent will be required to respond to the Airport's emergency requests within twenty-four (24) hours and within forty-eight (48) hours for other requests unless otherwise directed by the Airport.
- 7.1.3 Concessionaire shall maintain a sales organization with the capability to maximize sales at the Airport and with sufficient scope to sell advertising space at the Airport to local, regional, national, and international accounts, consistent with the Advertising Concession Program.
- 7.1.4 Concessionaire agrees to actively and diligently conduct its business at all times in a first class and reputable manner, making every reasonable and lawful effort to develop, maintain and increase Concessionaire's business.
- 7.1.5 All of Concessionaire's employees shall act as good-will ambassadors of the City and the Airport. Concessionaire shall train its employees to provide to Airport customers a high quality of services. Concessionaire's employees shall be knowledgeable, helpful to Airport users, courteous, efficient, and neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Concessionaire shall not employ at or about the Airport any person who shall use offensive language or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Airport.
- 7.1.6 The operations of the Concessionaire, its employees, agents, suppliers and contractors shall be conducted in an orderly and proper manner.
- 7.1.7 The Concessionaire shall hire or contract with a sufficient number of employees or contractors so as to enable it to properly conduct the Concessionaire's operation as authorized and required hereunder.
- 7.1.8 The Concessionaire shall promptly replace, install, maintain, repair and/or relocate any advertising display and display unit as needed and as requested by the Aviation Director;
- 7.1.9 The Concessionaire shall provide graphic guidance to advertisers and ensure that all Advertising Displays and display units are approved by the Aviation Director, as applicable, prior to installation.
- 7.1.10 The Concessionaire shall provide all reports and payments in a timely manner as required herein.
- 7.1.11 The Concessionaire shall operate an Advertising Concession pursuant to the terms, provisions, conditions and covenants set forth in this Agreement.

7.1.12 If Concessionaire shall fail to comply with any of the provisions of this **Article VII**, then Concessionaire shall pay, within ten (10) days of demand therefor by the City, Contractual Charges in the amount of \$50.00 per day until such time as Concessionaire is in compliance. This remedy shall be in addition to any and all other remedies provided in this Agreement or by law or in equity to the City.

Article VIII. MAINTENANCE

- 8.1 The Concessionaire shall at its own expense keep and maintain the Advertising Displays installed under this Agreement in an attractive, clean, neat and sanitary condition.
- 8.2 The Concessionaire shall maintain and promptly make necessary repairs to all of the Advertising Displays and equipment placed or installed at the Airport by Concessionaire.
- 8.3 All maintenance and operations that would result in substantial noise, disruption the flow of passengers, or otherwise interfere with the operations of the Airport shall be performed at night after all passengers from the last arriving aircraft for the day have deplaned.
- 8.4 All operations authorized or required under the terms of this Agreement, including maintenance and repairs performed by the Concessionaire, shall be performed in conformity with federal, state and local laws, regulations, ordinances and rules, and applicable directives issued by the Aviation Director, as applicable.
- 8.5 The Concessionaire shall, in a timely manner, provide for the prompt, near and sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Concessionaire's operations.

Article IX. COMPLIANCE AND APPLICABLE LAW

- 9.1 Concessionaire shall pay, or in good faith contest on or before the date payment is due, any federal, state, or local taxes, assessments, charges and fees which may be levied upon the Concessionaire on account of its operations or property at the Airport. The Concessionaire shall maintain in current status all federal, state, and local licenses and permits required to the operations of the business conducted by the Concessionaire.
- 9.2 It is the policy of the City that any person or entity doing business with the City shall at all times remain in financial good standing with all City Departments. In that regard, Concessionaire warrants that it has no outstanding obligations to any City Department at the time of the execution of this Agreement, and hereby covenants that it will timely pay, as they come due, any and all taxes, fees, fines or any other charges assessed by any City Department whether imposed by statute, ordinance or contract, without regard to whether these charges are associated with this Agreement, or Concessionaire's business operation under this Agreement.
- 9.3 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Article X. ASSIGNMENTS AND SUBCONTRACTING

10.1 Subcontracting.

10.1.1 Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City. In the event Concessionaire subcontracts any work involving floor or wall penetrations, installations which may impact the structural integrity of the facility, or plumbing, mechanical or electrical work, Concessionaire shall submit subcontractor's qualifications to City for approval prior to initiating any work. Any work or services approved for subcontracting herein, however, shall be subcontracted only by written contract or agreement and, unless City grants specific waiver in writing, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Concessionaire.

10.1.2 Despite City's approval of a subcontract, City shall in no event be obligated to any third party, including any subcontractor of Concessionaire, for performance of work or services, nor shall City funds ever be used for payment of work or services performed prior to the date of the execution of this Agreement or extending beyond the expiration date of this Agreement.

10.2 Assignment.

10.2.1 Except as otherwise stated herein, Concessionaire may not sell, assign, pledge, transfer or convey any right or interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Concessionaire shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Concessionaire, assignee, transferee or subcontractor. Notwithstanding anything to the contrary herein, Concessionaire shall have the right to assign or transfer this Agreement to an entity controlled, under common control with or affiliated with Concessionaire or that acquires all or substantially all of concessionaire's assets or stock without the consent of the City.

10.2.2 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void *ab initio* and shall confer no rights upon any third person. Should Concessionaire assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Concessionaire shall thereupon cease and terminate notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Concessionaire shall in no event release Concessionaire from any obligation under the terms of this Agreement, nor shall it relieve or release Concessionaire from the payment of any damages to City, which City sustains as a result of such violation.

Article XI. DEFAULT AND TERMINATION

11.1 Events of Default by Concessionaire and Opportunity to Cure: Each of the following shall constitute an event of default by Concessionaire under this Agreement:

- 11.1.1 Concessionaire makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to City in connection with this Agreement or its performance hereunder, or materially breaches any covenant, obligation, term or condition contained in this Agreement; or
- 11.1.2 Concessionaire fails to make any payment in full when due under this Agreement and failure to cure the default within ten (10) days after the City gives written notice of the non-payment to Concessionaire provided that such notice from the City shall be in lieu of, and not in addition to, any notice of default required by applicable laws. Concessionaire's failure to make any such payment within ten (10) days after the written notice more than three (3) times in any Contract Year constitutes an Event of Default without the necessity of the City giving notice of it to Concessionaire or any further opportunity to cure;
- 11.1.3 Concessionaire shall neglect or fail to perform or observe any of the other terms, conditions, or covenants herein contained, and on Concessionaire's part to be performed or in any way observed if such neglect or failure shall continue for a period of thirty (30) days after written notice of such neglect or failure. If because of the nature of the default, more than thirty (30) days shall be required to cure the default, Concessionaire shall provide the Aviation Director with a written plan outlining the steps Concessionaire is taking to cure the default and when the cure shall be completed. If the Aviation Director issues a written extension notice, Concessionaire commence and thereafter diligently proceed to cure such default to completion, provided that in no event shall such cure period extend beyond 60 days or such longer period of time as is approved by the Director in writing. City's written notice of Concessionaire's neglect or failure to perform or observe any of the other terms, conditions, or covenants herein contained shall be in lieu of, and not in addition to, any notice of default required by applicable laws.
- 11.1.4 Concessionaire fails to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the default within three (3) days following oral or written notice of the failure from the Aviation Director or his designee; or, if the noncompliance is non-material, the failure to remedy the non-compliance within twenty (20) days after the City gives written notice to Concessionaire;
- 11.1.5 An Event of Default by Concessionaire under any other agreement it may presently have or may enter into with the City during the Term of this Agreement or any extension period, and failure to cure the default within any applicable cure period contained in such contract;
- 11.1.6 Concessionaire shall become insolvent, shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;
- 11.1.7 an Order of Relief shall be entered at the request of Concessionaire or any of its creditors under the federal bankruptcy laws or under any law or statute of the United States or any state thereof and shall not be vacated within 60 days;

- 11.1.8 a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Concessionaire and shall not be dismissed within 90 days after the filing thereof;
- 11.1.9 by or pursuant to or under the authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Concessionaire and such possession or control shall continue in effect for a period of 60 days;
- 11.1.10 the rights of Concessionaire hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity by or in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other similar proceedings or occurrences;
- 11.1.11 if applicable, Concessionaire shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter;
- 11.1.12 A violation of law that results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense, by Concessionaire, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the judgment of the Aviation Director the performance of this Agreement in accordance with its terms.
- 11.1.13 If applicable, the failure of Concessionaire to initially obtain and thereafter maintain continuously throughout the Term, its eligibility and certification required under the federal ACDBE program, its ACDBE status and/or to renew such eligibility and certification as and such failure shall continue for a period of 30 days.
- 11.2 If condition of Concessionaire's event of default shall occur which shall not be timely cured as provided in **Section 11.1**, in addition to any other rights or remedies the City may have by law or in equity, the City, then, or at any time thereafter, but prior to the removal of such event of default shall have the right, at its election, either to terminate this Agreement by giving at least five (5) days written notice to Concessionaire at which time Concessionaire will then vacate the Airport. Concessionaire shall promptly remove their goods and effects from the Airport within seven (7) days. If Concessionaire shall fail to effect such removal, the City may, without liability to Concessionaire, remove such goods and effects and may store the same for the account of Concessionaire or of the owner thereof at any place selected by the City, or, at the City's election, and upon giving 15 days written notice to Concessionaire of date, time and location of sale, the City may sell the same at public auction or private sale on such terms and conditions as to price, payment and otherwise as the City in its sole discretion may deem advisable. If, in the City's judgment, the cost of removing and storing or the cost of removing and selling any such goods and effects exceeds the value thereof or the probable sale price thereof, as the case may be, the City shall have the right to dispose of such goods in any manner the City may deem advisable. Concessionaire shall be responsible for all costs of removal, storage and sale, and the City shall have the right to reimbursement from the proceeds of any sale for all such costs paid or incurred by the City. If any surplus sale proceeds remain after such reimbursement, the City may deduct from such surplus any other sums due to the City hereunder and shall pay over to Concessionaire any remaining balance of such surplus sale proceeds. Any amount paid or expense or liability incurred by the City for the account of Concessionaire may be added to any Rentals then due or thereafter falling due hereunder.
- 11.3 Anything to the contrary notwithstanding, the City shall not be required to give notice under this **Article 11** more than three (3) times for the same type of default in any consecutive twelve-month period. All rights and remedies of the City herein created or otherwise existing

at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.

11.4 Events of Default City. The following constitute Events of Default by City under this Agreement (hereinafter, "City Default"):

11.4.1 The abandonment of the Airport for longer than sixty (60) days;

11.4.2 The issuance of an order or injunction by any court of competent jurisdiction preventing or restraining the use of the Airport in such a manner as to substantially restrict the Concessionaire from conducting the Advertising Concession, provided such order or injunction is not used due to an act or omission of the Concessionaire and such order or injunction remains in force at least sixty (60) days;

11.4.3 The breach by the City of any of the material terms, covenants, or conditions of this Agreement and City's failure to remedy the breach, or diligently proceed to remedy the breach, within sixty (60) days of receipt of written notice from the Concessionaire of the existence of such breach;

11.4.4 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, in such a manner as to substantially restrict the Concessionaire from conducting the Advertising Concession, if such restriction be continued for a period of thirty (30) days or more; or

11.4.5 The destruction of such a significant portion of the Airport due to fire, earthquake or any other cause not the fault of the Concessionaire so as to make continuation of the Advertising Concession commercially unreasonable.

11.5 If any event of default shall occur which is not cured by the City as provided in **Section 11.4** and notwithstanding any waiver or indulgence granted by Concessionaire with respect to any event of default in any form or instance, Concessionaire's sole right and remedy shall be to declare this Agreement to be terminated upon not less than 30 days prior written notice to the City. If Concessionaire elects to terminate this Agreement due to the City's default, this Agreement shall terminate upon the expiration of such 30 day notice period to the City and Concessionaire shall pay to the City all Rentals and other charges due under this Agreement which shall have accrued prior to the effective date of any such termination. Concessionaire shall not be entitled to any other claims or remedies and Concessionaire hereby waives any such claims, including, without limitation, claims for lost business opportunity, consequential damages, claims for lost profits and all monetary claims for breach of this Agreement under Federal and any state law.

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

Article XII. DISADVANTAGED BUSINESS ENTERPRISE

12.1. It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 23, 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) 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-assisted projects the Airport Concession DBE (ACDBE) program requirements of 49 CFR Part 23 apply to the contract.

- 12.2. Concessionaire shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Concessionaire shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of DOT-assisted contracts. Failure by Concessionaire to carry out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- 12.3. Concessionaire agrees to employ good-faith efforts (as defined in the Aviation Department's DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Agreement, and/or the utilization of DBE/ACDBE suppliers where feasible. Concessionaire is expected to solicit bids from available DBE/ACDBEs on subcontracting opportunities.
- 12.4. Concessionaire specifically agrees to comply with all applicable provisions of the Aviation Department's DBE Program.
- 12.5. The applicable ACDBE goal is **eight percent (8%)** of Concessionaire's total gross revenues for this Agreement. The goal shall also apply to amendments that require work beyond the scope of services originally required to accomplish the project. Concessionaire shall make "good faith efforts" to obtain DBE/ACDBE participation for additional scope(s) of services. Amendments that do not alter the type of service originally required to accomplish the project may be undertaken using the subcontractor and suppliers already under contract to the prime contractor. Any amendment affecting the scope of service or value of the contract should be documented on a form acceptable to the City.
- 12.6. Concessionaire shall appoint a high-level official to administer and coordinate the Concessionaire's efforts to carry out the DBE/ACDBE Policy and Program requisites. Concessionaire's official shall coordinate and ensure approval of the required "Good-Faith Effort Plan".
- 12.7. Concessionaire shall maintain records showing: (i) all subcontract/supplier awards, specifically awards to DBE/ACDBE firms; (ii) specific efforts to identify and award such contracts to DBE/ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.
- 12.8. Concessionaire shall submit periodic reports of subcontract and/or supplier awards to DBE/ACDBE firms in such form and manner and at such times as City shall prescribe and shall provide access to books, records, and accounts to authorized City officials and state and/or federal agencies for the purpose of verifying DBE/ACDBE participation and good-faith efforts to carry out the DBE/ACDBE Policy and Program. Concessionaire agrees that City may conduct a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of Concessionaire's good-faith efforts on future City contracts.
- 12.9. Concessionaire shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE/ACDBE Program) to subcontract and achieve the applicable contract specific DBE/ACDBE goal with certified DBE/ACDBEs. If Concessionaire fails to achieve or to maintain the DBE/ACDBE goal, City can require and shall provide documentation demonstrating that it have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved "DBE/ACDBE Good-Faith Effort Plan.

- 12.10. Concessionaire shall include the following DBE/ACDBE-related contract clause in each subcontract Concessionaire enters into signs with a subcontractor:
- “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 23 in the award and administration of DOT-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 recipient deems appropriate”.
- 12.11. Concessionaire agrees to pay each subcontractor under this Agreement for satisfactory performance of its Agreement no later than fifteen (15) days from the receipt of each payment the Concessionaire receives from the City. Concessionaire further agrees to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor’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. This clause applies to both DBE/ACDBE and non-DBE/ACDBE subcontractors”.
- 12.12. Concessionaire shall not terminate for convenience a DBE/ACDBE subcontractor (or an approved substitute DBE/ACDBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without the City’s prior written consent. In the event a DBE/ACDBE subcontractor is terminated, or fails to complete its work on the contract for any reason, Concessionaire shall notify the City within five (5) business days of the DBE/ACDBE’s inability or unwillingness to perform and provide reasonable documentation.
- 12.13. In the event a DBE/ACDBE subcontractor is terminated Concessionaire will be required to make good faith efforts to find another DBE/ACDBE to perform at least the same amount of work under the contract as the DBE/ACDBE that was terminated, to the extent needed to meet the contract goal the City has established for this Agreement. Concessionaire shall obtain the DBE/ACDBE Liaison’s prior approval of the substitute DBE/ACDBE, through the submittal of a change of subcontractors/suppliers form and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If Concessionaire fails to comply in the time specified, our office may issue a termination for default.
- 12.14. Concessionaire shall submit all changes to the list of subcontractors submitted with the bid and approved by the City, including major vendors, for review and approval by the Aviation Department’s DBE/ACDBE Liaison Office. Concessionaire shall make a good-faith effort to replace DBE/ACDBE subcontractors unable to perform on the Agreement with another DBE/ACDBE.
- 12.15. Failure or refusal by Concessionaire to comply with the DBE/ACDBE provisions herein or any applicable provisions of the DBE/ACDBE Program constitutes a material breach, whereupon the City shall have the right to terminate or suspended the Agreement in whole or in part and debar the Concessionaire from further contracts with the City.
- 12.16. The Aviation Department’s DBE/ACDBE Liaison will evaluate the “good faith efforts” of Concessionaire. If after reviewing the good faith efforts submitted by Concessionaire, the DBE/ACDBE Liaison determines that t Concessionaire has failed to adequately document its good faith efforts, then Concessionaire shall have the opportunity to provide written documentation supporting Concessionaire’s claim that it met the goal or made adequate good faith efforts to do so, to the Aviation Director. Concessionaire will have the opportunity to meet with the Aviation. After reviewing the submittal, the Director will issue a written decision as to whether Concessionaire has substantially complied with the purpose of the DBE/ACDBE Program and such determination is in the best interest of the DBE/ACDBE

Program and the City. However, if the Aviation Director determines that Concessionaire did not make good faith efforts to meet the goal, the decision is not administratively appealable to the Department of Transportation.

Article XIII. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- 13.1 General Prohibition. As a party to this Agreement, Concessionaire 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. Any discrimination by Concessionaire, its agents or employees on account of race, creed, color, sex, age, disability, religion or national origin, in employment practices or in the use of or admission to the Premises is prohibited. Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that: (a) no person on the grounds of race, creed, color, sex, age, disability, religion or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (b) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, age disability, religion or national origin shall be excluded from participation, denied the benefits of, or otherwise be subjected to discrimination, (c) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended and/or supplemented.
- 13.2 Affirmative Action. To the extent required by law, Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, sex, age, disability, religion or national origin be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered sub-organizations provide assurances to Concessionaire that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect. Concessionaire shall comply with the City's Nondiscrimination Clause as set forth in the Concessionaire Handbook which shall include submittal of Concessionaire's affirmative action plan for equal employment opportunity relating to the conduct of its business in the Premises. If requested by the City, this plan shall be submitted on an annual basis and monitored through the submission of an annual status report reflecting prior year activity. Quarterly affirmative action status reports shall also be provided, if requested by the.
- 13.3 Concessionaire understands and agrees to comply with the Mandatory Federal Contract Provisions attached hereto as **Exhibit 5**.

Article XIV. AIRPORT SECURITY

- 14.1 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. Concessionaire 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 City, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation,

Concessionaire must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City. Concessionaire 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. The drawings, plans, and specifications provided by Concessionaire under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

- 14.2 Concessionaire 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 City, Concessionaire must adopt procedures to control and limit access to the Airport by Concessionaire 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, Concessionaire must have in place and in operation a security program that complies with all applicable laws and regulations. All employees of Concessionaire who require regular access to sterile or secure areas of the Airports must be badged in accordance with City and TSA rules and regulations.
- 14.3 If the TSA, in the performance of its airport certification or random inspections, imposes a fine on the City for Concessionaire non-compliance with its security requirements then Concessionaire shall reimburse and indemnify the Authority for the entire amount of the fine.

Article XV. FIRE AND OTHER DAMAGE

In the event an approved advertising display location is rendered unusable by fire or other casualty not the fault of the Concessionaire, the same shall be repaired at the expense of the City without unreasonable delay unless the City determines that the damage is so extensive that repair is not feasible. From the date of such casualty until the damaged location is repaired and is provided by the City, the Minimum Annual Guarantee hereunder shall be proportionally adjusted to reflect the loss of the affected areas as an advertising location.

Article XVI. APPROVALS BY THE CITY

Except where specifically provided herein, whenever this Lease calls for approval or authorization by the City, such approval or authorization shall be obtained from the Aviation Director, or his designee.

Article XVII. ENVIRONMENTAL PROTECTION

The Concessionaire shall in the exercise of its rights hereunder at all times comply with all environmental laws, statutes, ordinances, regulations and orders relating to protection of the environment, including all rules, regulations or directives adopted by or issued by the Airport, the Aviation Director.

Article XVIII. CONFLICT OF INTEREST

- 18.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:
- 18.1.1 a City officer or employee;
 - 18.1.2 his parent, child or spouse;
 - 18.1.3 a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
 - 18.1.4 a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.
- 18.2 Concessionaire warrants and certifies as follows:
- 18.2.1 Concessionaire and its officers, employees and agents are neither officers nor employees of the City.
 - 18.2.2 Concessionaire has tendered to the City a Contracts Disclosure Statement in compliance with the City’s Ethics Code.
- 18.3 Concessionaire acknowledges that City’s reliance on the above warranties and certifications is reasonable.

Article XIX. INSURANCE

- 19.1 Prior to the commencement of any work under this Agreement, Concessionaire shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Aviation Department, which shall be clearly labeled “Airport Advertising Concession Agreement” 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.
- 19.2 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.

19.3 A Concessionaire's financial integrity is of interest to the City; therefore, subject to Concessionaire's right to maintain reasonable deductibles in such amounts as are approved by the City, Concessionaire shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Concessionaire'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:

TYPE	AMOUNTS
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	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	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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

19.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Concessionaire shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Concessionaire shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Aviation Department – Concessions Division
9800 Airport Blvd., Suite # 2091
San Antonio, Texas 78216

19.6 Concessionaire agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and

activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 19.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Concessionaire shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Concessionaire'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.
- 19.8 In addition to any other remedies the City may have upon Concessionaire'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 Concessionaire to stop work hereunder, and/or withhold any payment(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.
- 19.9 Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire's or its subcontractors' performance of the work covered under this Agreement.
- 19.10 It is agreed that Concessionaire'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.
- 19.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
- 19.12 Concessionaire and any Subcontractors are responsible for all damage to their own equipment and/or property.

Article XX. INDEMNIFICATION

- 20.1 **CONCESSIONAIRE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONCESSIONAIRE' activities under this Agreement, including any acts or omissions of CONCESSIONAIRE, any agent, officer, director, representative, employee, concessionaire or subcontractor of CONCESSIONAIRE, and their respective officers, agents employees, directors and representatives while in the**

exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONCESSIONAIRE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 20.2 The provisions of this Indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Concessionaire shall advise the CITY in writing within 24 hours of any claim or demand against the City or Concessionaire known to Concessionaire related to or arising out of Concessionaire's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Concessionaire's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Concessionaire of any of its obligations under this paragraph.
- 20.3 Intellectual Property Rights Indemnification. Concessionaire shall defend and/or handle at its own cost and expense any claim or action against City, its elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Concessionaire and its employees based on any deliverable or any other materials furnished hereunder, and used by either City or Concessionaire within the scope of this Agreement (unless said infringement results directly from Concessionaire compliance with City's written standards or specifications). Concessionaire shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, unless otherwise mutually agreed upon and expressed in writing signed by the parties hereto. Concessionaire agrees to consult with the City Attorney of the City during such defense or negotiations, and make good faith efforts to avoid any position adverse to the interest of the City. City will make available to Concessionaire any deliverables and/or works made for hire by Concessionaire which are necessary to the defense of Concessionaire against any claim of infringement for the duration of Concessionaire's legal defense.
- 20.4 In addition, Concessionaire shall indemnify, defend and hold City, its elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action incurred by City in accordance with this Article.
- 20.5 If such infringement claim or action has occurred or, in Concessionaire's judgment is likely to occur, City shall allow Concessionaire, at Concessionaire's option and expense, to either: (a) procure for City the right to continue using said deliverable and/or materials; (b) modify such deliverable and/or materials to become non-infringing (provided that such modification does not adversely affect City's intended use of the deliverable and/or materials as contemplated hereunder); (c) replace said deliverable and/or materials with an equally suitable, compatible and functionally equivalent non-infringing deliverable and/or materials at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Concessionaire, upon written request City shall return the deliverable and/or materials in question to Concessionaire and Concessionaire shall refund all monies paid by City with respect to such deliverable and/or materials and accept return of same. If any such cure provided for in this paragraph shall fail to satisfy the third-

party claimant, these actions shall not relieve Concessionaire from its defense and indemnity obligations set forth in this Article.

Article XXI. PERFORMANCE GUARANTEE

Concessionaire shall deliver to the City and shall keep in force throughout the term of this Agreement either an irrevocable standby letter of credit in favor of City drawn upon a bank satisfactory to City or a surety bond payable to City. If a letter of credit is delivered it shall be in the form set forth in **Exhibit 6** to this Agreement. If a bond shall be delivered, it shall be issued by a sound indemnity company authorized to do business in Texas. The amount of the irrevocable letter of credit or surety bond to be delivered by Concessionaire to the Director on or before the Commencement Date of the Agreement and shall be in an amount not less than fifty percent (50%) of the Minimum Annual Guaranteed Rent for the first Contract Year. For each subsequent Contract Year, the amount of the performance guarantee shall be adjusted so that at all times it equals not less than fifty percent (50%) of the MAG then in effect. The City shall retain said performance guarantee for the benefit of the City throughout the Term of this Agreement as security for the faithful performance by Concessionaire of all of the terms, covenants and conditions of this Agreement. If Concessionaire defaults with respect to any provision of this Agreement, including, but not limited to, the provisions relating to the payment of Rentals, the City may use, apply or retain all or any part of the performance guarantee for the payment of any Rentals or any other sum in default, or for the payment of any loss or damage which the City may suffer by reason of Concessionaire's default, or to compensate the City for any other amount which the City may spend or become obligated to spend by reason of Concessionaire's default. In no event, except as specifically hereinafter provided, shall the City be obliged to apply the same to Rentals or other charges in arrears or to damages for Concessionaire's failure to perform said covenants, conditions and agreements; however, the City may so apply the performance guarantee, at its option. The City's right to pursue any and all remedies available to City before or after the City's declaration of the termination of this Agreement for non-payment of Rentals or for any other reason shall not in any event be affected by reason of the fact that the City holds the performance guarantee. In the event that the City regains possession of the Assigned Locations, because of Concessionaire's default or failure to carry out the covenants, conditions and agreements of this Agreement, the City may apply such performance guarantee to all damages suffered through the date of said repossession and may retain the performance guarantee to apply to such damages as may be suffered or shall accrue thereafter by reason of Concessionaire's default or breach. In the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Concessionaire, or its successors or assigns, or any guarantor of Concessionaire hereunder, such performance guarantee shall be deemed to be applied first to the payment of any Rentals and/or other charges due the City for all periods prior to the institution of such proceedings, and the balance, if any, of such performance guarantee may be retained by the City in partial liquidation of the City's damages. The performance guarantee shall not constitute a trust fund. In the event the City applies the performance guarantee in whole or in part, Concessionaire shall, within ten (10) days after written demand by the City, deposit sufficient funds by delivering an amendment to the existing irrevocable standby letter of credit or surety bond or delivering a new irrevocable standby letter of credit or surety bond to maintain the performance guarantee in the initial amount. Failure of Concessionaire to supply such additional funds shall entitle the City to avail itself of the remedies provided in this Agreement for non-payment of Rentals by Concessionaire. If Concessionaire fully and faithfully performs every provision of this Agreement to be performed by it, the performance guarantee or any balance thereof, less any sums then due the City from Concessionaire under this Agreement, shall be returned to Concessionaire (or, at the City's option to the last assignee of Concessionaire's interest thereunder) within one hundred twenty (120) days following the later of the expiration of the Term of this Agreement, the earlier termination thereof or Concessionaire's vacating and surrendering possession of the Assigned Locations to the City.

Article XXII. AMENDMENTS

Except for changes that do not affect the substantive rights or obligations of either party or where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Concessionaire, and subject to approval by the City Council, as evidenced by passage of an ordinance.

Article XXIII. NOTICE

Notwithstanding the fact that certain descriptions elsewhere in this Agreement of notices required to be given by one party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (i) United States certified mail or registered mail, postage prepaid; (ii) United States express mail; (iii) recognized national air courier (such as Federal Express); (iv) personal delivery; or (v) any other method creating a receipt, waybill or other indication of delivery, and shall be addressed (a) if to the City, at the address as set forth below, or such other address or addresses as the City may designate by written notice, together with copies thereof to such other parties designated by the City; and, (b) if to Concessionaire, the address set forth below, or such other address or addresses as Concessionaire shall designate by written notice, together with copies thereof to such other parties designated by Concessionaire.

If to the City:

If to Concessionaire :

City of San Antonio
Attention: Airport Concessions Manager
9800 Airport Blvd., Suite 2091
San Antonio, TX 78216

This Article shall apply only to notices required by this Agreement. Service of process must be performed in accordance with applicable law.

Article XXIV. SEVERABILITY

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

Article XXV. LICENSES/CERTIFICATIONS

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

Article XXVI. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in **Article XVII. Amendments**. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Article XXVII. LEGAL AUTHORITY

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

Article XXVIII. PARTIES BOUND

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

Article XXIX. CAPTIONS

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

Article XXX. GOVERNING LAW

All obligations of the parties created hereunder are performable in Bexar County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas except where state law shall be preempted by any rules, laws or regulations of the government of the United States of America. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent

possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Article XXXI. SURVIVAL OF OBLIGATIONS

All obligations of either party hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. All of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Concessionaire hereunder shall be deemed to extend to Concessionaire's agents, employees, officers, directors, partners, guarantors, contractors, licensees, subconcessionaires and subcontractors and Concessionaire shall cause any such persons or entities to comply therewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Concessionaire with respect to its activities and operations in the Terminal and the Airport.

Article XXXII. TEXAS GOVERNMENT CODE §2270.002

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:

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

Article XXXIII. ENTIRE AGREEMENT

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

-----Signature Page to Follow-----

EXECUTED and **AGREED** to this the _____ day of _____ 2017.

CITY OF SAN ANTONIO, TEXAS

CONCESSIONAIRE

Sheryl Sculley
City Manager

By: _____
Signature

APPROVED AS TO FORM:

Printed Name

By: _____

Title

City Attorney

Federal Tax ID#: _____

EXHIBIT 1
ADVERTISING DISPLAY LOCATIONS

EXHIBIT 2
SAN ANTONIO INTERNATIONAL AIRPORT COMMERCIAL ADVERTISING POLICY

DEFINITIONS.

“Commercial Advertising” includes any advertisement that:

- a. has as its singular purpose the promotion of a product for sale or a service for hire;
- b. does not convey, whether expressly or implied, intentionally or unintentionally, by inference or innuendo, any message regarding any political, public service, social or public issue or viewpoint of any person or entity, or any message specifically prohibited by this Policy; and
- c. will not cause the City’s public property, if posted individually or in combination with other like advertisements, to become a public forum for the dissemination and/or discussion of political, public service, social or public issues or viewpoints.

“Non-Commercial Advertising” includes any advertisement that:

- a. does not have as its singular purpose the promotion of a product for sale or a service for hire;
- b. attempts to convey, individually or in combination with a commercial advertisement or a prohibited advertisement, messages regarding political, public service, social or public issues or viewpoints of any person or entity.

PURPOSE.

The San Antonio International Airport (Airport) recognizes that there are many opportunities and potential benefits to be gained by the Airport from commercial advertising. Likewise, access to the Airport’s facilities and the parties who utilize those facilities is a valuable commodity to advertisers. In keeping with the criteria outlined within this policy, the Airport supports, in principle, commercial advertising for the purpose of generating revenue to support City programs and services and offset related costs, or fund those that otherwise would not be affordable. The Airport enacts this Policy for the purposes of:

1. designating the San Antonio International Airport as non-public forum for first-amendment purposes, at which only Commercial Advertising will be accepted and in which Non-commercial Advertising is prohibited (“Advertising Locations”);
2. ensuring that advertising standards are consistent and that the City’s public image is positively maintained;
3. serving as a guide for determining permissible advertising for placement in the San Antonio International Airport; and
4. ensuring consistency in decisions to accept or decline related commercial advertising requests.

This policy applies to all paid display advertising at the San Antonio International Airport.

General Standards

All advertising material displayed in the Airport will be reviewed and must conform to all applicable governmental laws and regulations and to these standards and policies. The basic principles of Commercial Advertising acceptance by the City are: (1) advertising should be

honest and in good taste, (2) claims should be substantiated and qualifying information about the attributes or use of a product should be disclosed whenever qualifying information is required to avoid misleading consumers. In order to determine the acceptability of advertising material, the City has the right to investigate the advertiser and the accuracy of all statements and claims made in advertising copy, including requiring the advertiser to have substantiation or documentation providing a reasonable basis for the claims.

City of San Antonio reserves the right to:

1. accept or reasonably reject, at any time, advertising for any product or service submitted for display in the San Antonio International Airport;
2. require elimination or revision of any material in advertising copy which violates the City of San Antonio's standards, policies or guidelines; federal, state or local laws or regulations; or is otherwise contrary to the public interest;
3. require revision of any advertising matter to meet emergency circumstances or situations of unusual significance; and
4. reject any advertising that is or might be injurious or prejudicial to the interests of the public, the City or honest advertising and reputable business in general.

Content Regulations

Advertising to be placed in the Airport is subject to the Advertising Content Regulations set out below.

Advertisers may include only commercial material which is lawful and of the highest possible standards of excellence and in this regard Advertisers will ensure that the following conditions are observed with respect to all advertising. There shall be:

1. no material that may violate any rights of any person, firm or corporation;
2. no false, unsubstantiated or unwarranted claims for any product or service, or testimonials that cannot be authenticated;
3. no advertising of any habit-forming drugs, tobacco products, adult-only entertainment, sexually-oriented businesses, firearms or firearm ammunition;
4. no material constituting or relating to a lottery, a contest of any kind in which the public is unfairly treated or any enterprise, service, or product which would tend to encourage, aid, abet, assist, facilitate or promote illegal gambling, except that Advertisers may accept advertising from the official state lottery of the state of Texas;
5. no advertising for a product or service which is illegal per se or has no legal use;
6. no appeal or solicitation for funds or solicitation of volunteer efforts (e.g., "give your time");
7. no advertisement which is in whole or part defamatory, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment, or that describes or depicts repellantly any internal bodily functions or symptomatic results of internal

conditions, or refers to matters that are not considered socially acceptable topics;

8. no false or ambiguous statements or representations that may be misleading to the audience;
9. no advertisement that includes any element of intellectual property without the owner's consent to such use, including but not limited to music master, mechanical, performance and synchronization rights or gives rise to any other colorable claim of infringement, misappropriation or other form of unfair competition;
10. no disparagement or libel of specific competitors or competitive products; or
11. no advertisement that is or may be injurious or prejudicial to the interests of the public, or honest advertising and reputable business in general;
12. no advertisement of adult-only entertainment or sexually-oriented businesses;
13. no advocacy advertisement that supports or opposes a candidate, issue or cause; (e.g., political or issue-oriented); however, advertisements that advocate non-issue oriented messages (e.g., get a colon cancer check-up soon) are permissible on a case by case basis. The City will not accept commercial advertising that consists, in whole or in part, of political advocacy or issue-oriented advertising. All advertisements submitted by or on behalf of advocacy organizations that also engage in consumer-oriented activities, such as the sale of goods and services must be submitted for approval in a timely fashion to ensure that the advertisements are not "advocacy-oriented";
14. no advertising for products that contain distilled liquor or spirits, regardless of the percentage of alcohol, or advertising for nonalcoholic products containing the name of a distilled product or a distiller or company associated with hard liquor is acceptable;
15. no advertising which supports or opposes a religion, denomination, religious creed, tenet or belief;
16. no advertisements promoting 1-900 numbers, massage parlors, sanitary products, non-prescription erectile dysfunction treatments, birth control products, devices or methods, or remedies for sexually transmitted diseases;
17. no advertisements promoting tattoo parlors, pawn shops, or check cashing businesses; and
18. no advertisement shall be permitted that promotes or depicts violence or anti-social behavior or presents a danger of causing riot, disorder or other threat to public safety, peace or order;

In addition to these restrictions the following regulation shall apply in the following specific situations:

1. Advertisements for pharmaceutical products (including NDA products) that are subject to the US Food and Drug Administration (FDA) oversight must comply with FDA regulations regarding advertising and promotion;

2. In the case of trade association or institutional advertisements (e.g., Office of National Drug Control Policy), the City requires not only that the name of the sponsor be clearly disclosed, but that the words “Paid for by” or “Sponsored by” be used. This also applies to advertisements purchased by public service organizations or governmental or quasi-governmental organizations;
3. Advertisements may not represent a product or service which presents a conflict of interest with any policy, objective or mandate of the City, including these guidelines;
4. Advertisements may not be placed by a firm awaiting approval from the City Council on any matter unrelated to these guidelines, a firm which operates in an industry regulated by the City or a firm with a pending lawsuit against the City;
5. The advertisement of a product or service does not act as the City’s endorsement of any such product or service over another.

The City recognizes that in some cases the City will have to exercise judgment in situations as to which the application of the policy may be ambiguous, or as to which it does not fully cover or even contemplate. In these cases, we will look to the intended affect of these policies and act in accordance with its spirit. The City reserves the right to amend and/or revise the foregoing Content Regulations, as it deems necessary, and as social norms within the San Antonio, Bexar County, Texas community may dictate.

EXHIBIT 3
MINIMUM CAPITAL INVESTMENT

EXHIBIT 4
SAN ANTONIO INTERNATIONAL AIRPORT STANDARD AND SPECIFICATIONS FOR
CONSTRUCTION

**SAN ANTONIO INTERNATIONAL
AIRPORT STANDARDS AND
SPECIFICATIONS FOR
CONSTRUCTION**

SECTION 1 – INTRODUCTION	1
1.1. Introduction	1
1.2. Definitions:	1
1.3. Abbreviations:.....	2
SECTION 2 – SECURITY, ESCORTS AND DELIVERIES	4
2.1. Introduction	4
2.2. Security Badging Procedure	4
2.3. Security of Existing Facilities and Special Airport Conditions	5
2.4. Escorts across Airfield Operations Area (AOA).....	7
2.5. Airport Security and Materials Delivery	7
2.6. Curb Side Deliveries	8
2.7. Ramp side Deliveries	8
2.8. Materials Delivery	8
SECTION 3 – DESIGN CRITERIA.....	10
3.1. Introduction	10
3.2. General Requirements for all Submissions:	11
3.3. Concession Design Elements	11
3.4. Conceptual Plans Submission:.....	11
3.5. Final Drawing Submission:	13
3.6. Changes After Final Drawing Approval:	16
3.7. Physical On-Site Inspection:	17
3.8. Aviation Department Drawing Review and Approval:	17
3.9. Drawings Submittal Address:.....	17
3.10. Construction Requirements and Project Close-Out.....	18
3.11. Tenant IT and Cable Policies	20
3.12. Temporary Construction Barricade Design.....	23

SECTION 4 – CONSTRUCTION CRITERIA	25
4.1. Purpose of Construction Criteria.....	25
4.2. Use of Construction Criteria.....	25
4.3. City/Tenant Work.....	26
4.4. HVAC, Electrical, Plumbing, IT and Fire Protection	28
4.5. Construction Requirements.....	33
4.6. Contractors and Subcontractors Insurance	34
4.7. Pre-Construction Meetings and General Procedures.....	34
4.8. Aviation Properties and Concessions Division	35
4.9. Progress Meetings.....	36
4.10. Pre-Construction Documents	36
4.11. Interruptions to Existing Facilities	37
4.12. Keys and Locks.....	37
4.13. Hazardous Material	38
4.14. Dust Control.....	38
4.15. Noise Control	39
4.16. Welding Notification in the Concession Space.....	39
4.17. Barricades	40
4.18. Parking	41
4.19. Trash and Debris Removal.....	41
4.20. Floor and Roof Penetrations	41
4.21. Close-Out Requirements.....	42
4.22. Construction Deposit.....	43
4.23. General Construction Documents and Miscellaneous Items	43
 SECTION 5 – STRUCTURED CABLING INFRASTRUCTURE GUIDELINES	 49
PART 1 - DOCUMENT PURPOSE	49
PART 2 - DOCUMENT HISTORY	50

PART 3 - INDUSTRY STANDARDS	50
PART 4 · CONTRACTOR QUALIFICATIONS	51
PART 5 · WARRANTY ON PARTS AND LABOR.....	52
PART 6 - NOMENCLATURE	52
PART 7 - CITY INFRASTRUCTURE STANDARDS.....	52
PART 8 - SUMMARY OF STANDARDS	78
PART 9 - EXHIBITS	78
SECTION 6 – CONCESSION SIGNAGE CRITERIA.....	92
6.1. Scope	92
6.2. Applicability	92
6.3. Procedure	92
6.4. General Rules.....	92
6.5. Promotional Signs.....	93
6.6. Miscellaneous Signs	94
6.7. Blade Signs	94
SECTION 7 – CLEANING AND PREVENTATIVE MAINTENANCE REQUIREMENTS	98
SECTION 8 – WILDLIFE CONCERNS	99

SECTION 1 – INTRODUCTION

1.1. Introduction

The City of San Antonio (City) is the operator of San Antonio International Airport (SAT). The City is responsible for providing consumer services to the public within the airport and has the right to lease certain areas for the operation of concession facilities within the Terminals as well as for airline, tenant or concession construction processes.

This Specification Manual and the FAA Standards for Specifying Construction of Airports is to provide guidelines for design and construction at SAT. It is not intended to amend, modify, or supersede any provisions of federal, state, or local law, or any specific contractual agreement of the City with which it may conflict; provided, however, that this Specification Manual shall, insofar as possible, be interpreted such that a conflict shall not exist.

This Specification Manual, together with the lease agreement or concession agreement, any referenced documents herein, any permits and documents as may be required by the City shall govern the construction coordination process along with the FAA Standards for Specifying Construction of Airports, Advisory Circular 150/5370-10G, which can be found on their website at **www.faa.gov**.

1.2. Definitions:

1. "Agreement" shall mean the lease agreements and concession agreements between the City of San Antonio and each tenant leasing space and/or operating a concession in the Terminals at SAT.
2. "Tenant" shall mean a person, group, or company to whom a space has been leased (under contract), to operate a subsidiary business or service.
3. "Tenant's Work" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises.
4. "Properties and Concessions Management" shall mean SAT staff or SAT contractor assigned to oversee the program for the Aviation Department.
5. "Specification Manual" shall mean this document: San Antonio International Airport Standards and Specifications for Construction, which was developed for Tenants, their Consultants and Contractors, intending to construct improvements, alterations, and/or new facilities at SAT. It is the intent of the Specification Manual to assist applicants so Tenant Permit Application (CPA) submissions can be complete; time frames for review can be more predictable; and construction and closeout requirements can be understood. The procedures outlined and referenced in this

Specification Manual are applicable to all types of construction, alterations, equipment additions/replacements, and maintenance work performed by a Tenant within their leasehold.

- 6. The term "City's Work" shall mean City's total responsibility for construction of improvements within the Terminal as set forth in the lease Agreement. City's Work shall be of a design, type, size, location, quality and nature as may be selected by City from time to time. Any item of work necessary to complete the Premises, which is not hereinafter specifically included as part of City's Work, shall be considered as part of Tenants Work.
- 7. The term "Tenant's Requirements" includes, but is not limited to, the following; this Specification Manual, the Agreement, the CPA and its process requirements, and all of the requirements set forth in the most current edition of local codes.

1.3. Abbreviations:

ADA	Americans with Disabilities Act
AOA	Airfield Operations Area
BPA	Building Permit Application also referred to as Building Permit
CADD	Computer Aided Drafting and Design
COSA	City of San Antonio
CMS	Cable Management System
CPA	Concessionaire Permit Application
EMT	Electrical Metallic Tubing
FAA	Federal Aviation Administration
FBO	Fixed Base Operator
GC	General Contractor
IDF	Intermediate Distribution Frames
IP	Internet protocol
ISP	Internet Service Provider
IT	Information Technology
MACs	Moves, Adds and Changes
MDF	Main Distribution Frame
MSDS	Material Safety Data Sheets
OSHA	Occupational Safety and Health Administration
PDS	Perimeter Distribution System
Pre-Con	Pre-Construction Meeting
SAAS	San Antonio Airport System
SAT	San Antonio International Airport
TAS	Texas Accessibility Standards
TGB	Telecommunications Grounding Busbar
TMGB	Telecommunications Main Grounding Busbar
TI	Tenant Improvement

TSA Transportation Security Administration

SECTION 2 – SECURITY, ESCORTS AND DELIVERIES

2.1. Introduction

This section summarizes some of the rules and regulations that apply to tenants, their consultants and contractors in regards to security, escorts and deliveries. Please refer to the entire San Antonio Airport System Airport Rules & Regulations document online at [www.sanantonio.gov/Portals/0/Files/Aviation/Documents/Airport%20Rules%20and%20Regs%20-%202015%20\(full-size\).pdf](http://www.sanantonio.gov/Portals/0/Files/Aviation/Documents/Airport%20Rules%20and%20Regs%20-%202015%20(full-size).pdf).

2.2. Security Badging Procedure

Due to the volume of construction taking place and the short duration of the Tenant's work, the Tenant under contract to City will be responsible for Tenant's Contractors badges and required background checks. All Contractors and Subcontractors prior to the preconstruction meeting will be required to comply with the security identification badging process as required by Airport Police, if the concession location is post security.

The badging procedure is as follows:

The Tenant, General Contractor and all subcontractors to be employed by the Tenant will arrange a time with the Airport Badging/ID office to complete the necessary forms, stand for the required pictures and schedule a security training class prior to receiving the appropriate security badge. Application forms are available from the Airport Badging/ID Office located west of the Terminals and must be executed by the individual employee, the Contractor and authorized Tenant representative.

All individuals must bring two (2) forms of identification (social security card, military id and valid driver's license or passport) and complete the security badge application at the Badging/ID office for badge processing to begin.

The badging process usually takes from 24 to 72 hours.

White badges will allow an individual to pass through the Security Checkpoint only, and do not allow the individual access to the Airfield or activate secure doors. All white badges must be escorted by an individual with an appropriate yellow or red badge when accessing the airfield or passing through secure doors.

Yellow badges will allow an individual to pass through Security Checkpoints, access to the immediate airfield area surrounding the terminal buildings.

The Tenant will be responsible for collecting and returning all contractor badges to the Airport Police, upon completion and opening of the concession location. The cost associated with any badge not returned will be deducted from the Contractors deposit.

2.3. Security of Existing Facilities and Special Airport Conditions

All materials, equipment, tools, gang boxes, vehicles, supplies and personnel are subject to security inspection at the beginning and end of each work shift. When in the Airport or on Airport property, all personnel will be required to maintain a visible site access badge on their person at all times. Any breach in security or failure to follow mandated rules can result in the removal of both the individual(s) involved as well as the General Contractor.

Contractor shall perform Contractor's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by City, the City, other airlines, (iii) other Tenants.

Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Contractor's Work and defend, protect and indemnify' City and the City's (including their respective agents, commissioners, officers, directors and employees), other airlines, other Tenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Contractor 's Work; (ii) repair any and all damage to the Terminals and or the Airport as a result of Contractor's Work; and (iii) require all contractors and subcontractors to comply with all of the requirements and Permits for the performance of Contractor's Work.

Terminal A

All materials, equipment, and workers must enter Terminal A through the Loading Dock, off load and transfer all material, equipment and workers via the freight elevator to the concourse level. All materials, equipment and workers will be required to enter the concourse through security doors adjacent to the freight elevator, which will require activation by a yellow or red security badge. All security doors require badges to be swiped through the reader, prior to entering the concourse area. A security checkpoint will be provided either on the loading

dock or outside the freight elevator on the concourse level. All deliveries, materials, equipment, tools and workers are subject to search and an inventory will be provided to the Airport Police, an Aviation Department representative or their designee . All personnel entering the concourse will be required to display an SAT security badge; there will be no exceptions. If a General Contractor wishes to use a subcontractor who does not have a badge, that subcontractor must allow adequate time prior to reporting for work for the badging process, no escorts or special permits will be provided. In all cases the General Contractor and ultimately the Tenant are responsible for the actions of all involved with the construction of the space.

Once off-loaded, all vehicles will be relocated to a parking area that is designated by the Aviation Department or Airport Security for the duration of the shift.

In certain circumstances, Contractors will be allowed to off load oversize equipment or supplies curbside on the ticketing level. All requests for curbside delivery will require 48 hours' notice to Properties and Concession Division Consulting and a Police escort for the vehicle and entry through the curbside secure doors.

Terminal B

All materials, equipment, and workers entering Terminal B require entrance through a pre-determined Security Checkpoint. All deliveries, materials, equipment, tool and workers are subject to search prior to entering the airfield operations area. All tools, materials and equipment will be inventoried and the list will be provided to the Airport Police, an Aviation Department representative or their designee upon arrival at the checkpoint. All personnel entering the concourse will be required to display an SAT security badge; there will be no exception.

Construction hard hat, hard soled footwear, safety glasses, and safety vest are required site equipment.

Once offloaded, all vehicles will be relocated to a parking area, designated by the Aviation Department or Airport Security for the duration of the shift.

If any contractor/subcontractor employee wishes to exit the work area during work hours, the employee must store all tools and supplies in the work area job box.

Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminals or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminals and/or the Airport by City, the City, other airlines, (iii) other Tenants operating concession facilities (iv) customers of any Tenant or (v) the traveling public.

Tenant shall (i) take all safety measures required to protect the Terminals and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and identify the City (including their respective agents, commissioners, officers, directors and employees), other airlines, other Tenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminals and/or the Airport as a result of Tenant's Work and (iii) require all contractors and subcontractor to comply with all of the requirements and Permits for the performance of Tenant's Work.

2.4. Escorts across Airfield Operations Area (AOA)

Escorts will be badged and AOA Licensed. All requirements for escort across the AOA will be coordinated with the Properties and Concession's Division. The Properties and Concession's Division will develop a standing schedule for work shift commencement and ending, and notify Airport Operations and the Airport Police for escort availability. Delivery of materials which cannot be accommodated by the contractor's vehicles and requires supplier vehicles to be escorted across the AOA requires 72 hours' notice to the Properties and Concession's Division. All scheduled escorts are subject to priority conditions on the airfield and may not be provided as scheduled. For operation of vehicles within the AOA, refer to Section 3-78 of the Airport Rules & Regulations, which can be found online at the link below:

[www.sanantonio.gov/Portals/0/Files/Aviation/Documents/Airport%20Rules%20and%20Regs%20-%202015%20\(full-size\).pdf](http://www.sanantonio.gov/Portals/0/Files/Aviation/Documents/Airport%20Rules%20and%20Regs%20-%202015%20(full-size).pdf)

2.5. Airport Security and Materials Delivery

Most of the work will take place on the Concourse Level and the security clearance required on this level is the mandatory SAT security badge. After the last flight, the security checkpoint will be closed and only yellow- or red-badged personnel are allowed access to the Concourse through secured doors. The Tenant's General Contractor is required to notify Properties and Concessions Office at least three days in advance of all deliveries so they can coordinate with all parties involved to allow access. Yellow badges may be provided to Tenant

Contractor's on limited bases for access through secured doors and all other personal including subcontractors will be provided White badges for identification. The Tenant and Tenant's General Contractor are responsible for ensuring that all individuals follow the rules concerning access to the Terminals. Failure to comply with these rules can lead to the removal of the individual(s) involved as well as the Tenant's General Contractor.

At no time will hard cast steel wheels be allowed to cross facility flooring in Terminals. It is imperative that extreme caution be taken to avoid any damage to the flooring. General Contractors and their subs are subject to repair charges if damages to the terrazzo flooring occur during construction.

2.6. Curb Side Deliveries

For extremely large items and depending on the location of the space, a Curbside delivery may be necessary. Contact the Properties and Concessions office at least five working days prior to delivery. Only soft-wheeled dollies may be used; no forklifts, pallet jacks, debris containers or extremely heavy objects are allowed. General Contractor and their sub's are subject to repair charges if damages to the terrazzo flooring occur during construction. The Terminals floors are constructed and designed primarily for pedestrian usage, therefore the Tenant/Contractor must utilize the necessary floor protection. Since this type of delivery require several departments to be notified, it is imperative to contact the Properties and Concessions Office early in the project.

2.7. Ramp side Deliveries

Larger items may be delivered to the ramp side of the Terminal. These deliveries require an official escort. Contact the Properties and Concession's Office at least 5 working days to arrange for all ramp side deliveries. Delivery drivers will be inspected and enter through Gate 20 and will follow the escort and observe all posted speed limits and signage.

ALL AIRCRAFT HAVE THE RIGHT OF WAY.

2.8. Materials Delivery

- Walk route with Airport Personnel prior to delivery
- Notify the Communications Center of schedule for the arrival of the delivery vehicle Start delivery after 7 p.m. and finish by 5 a.m.
- Use the loading dock freight elevator in Terminal A
- Special deliveries to loading dock ramps require an escort and prior approval

SECTION 3 – DESIGN CRITERIA**3.1. Introduction**

It is the responsibility of the Tenant to field-verify the as-built conditions of each lease space.

Tenant's Work shall be subject to the Aviation Department's and the Development Services Department's prior approval. Such approval shall be determined in their sole discretion, and shall be designed, fabricated, constructed, and installed to comply with all of the Tenant's Requirements.

The design, fabrication, construction, and installation of Tenant's Work must comply with each of the following requirements:

- a. This Specification Manual (to include specifications and procedures)
- b. Current local codes
- c. Tenant's Final Drawings, as approved by the Aviation Department
- d. All applicable laws, ordinances, codes, regulations, and the requirements of all federal, state, and/or local permitting, building, and inspection agencies.
- e. All applicable standards of the American Insurance Association, the American Society of Heating, Refrigeration, and Air Conditioning, Engineer's Guide (latest edition) the City's Insurance Carriers, the local building codes and regulations and all other agencies having jurisdiction.
- f. All provisions for access to the construction site as determined by Aviation Department.
- g. All safety measures, including, but not limited to, safety training classes as required by the Aviation Department, Properties and Concession Management, and the Transportation Security Administration (TSA).
- h. Tenant will be required to comply with standard finishes established by the Aviation Department.

In the event of a conflict between any of the aforementioned items, the most stringent requirement shall govern each increment of Tenant's Work.

All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good, first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises, and installations made as a part of Tenant's Work shall be of new, commercial grade, and first-class quality.

After Tenant's initial construction of the Premises, any and all elective remodeling and alterations required of Tenant by the Aviation Department under the applicable provisions of the Agreement shall be performed.

Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication, and installation of all Fixed Improvements and Operating Equipment necessary to complete the premises as required by the Lease Agreement. The Tenant is responsible for all demolition

and preparation of the lease space for new construction. Such investment shall be subject to the detailed review and approval by the Aviation Department as provided elsewhere in the Lease Agreement and in the Tenant's Construction Requirements.

3.2. General Requirements for all Submissions:

Within five (5) calendar days after the effective date of the Agreement and lease date, Tenant shall notify the Properties and Concession Management of the identity of the licensed architect engaged by Tenant for the preparation of the drawings for Tenant Work.

Tenant and/or Tenant's architect shall immediately engage mechanical, electrical, plumbing, and fire protection system engineers and notify the Properties and Concession Management of such, in writing, as soon as possible thereafter.

All architects and engineers, obtained in accordance with the above 2 paragraphs, must be licensed in the state of Texas, as required.

Tenant's architect and engineers shall submit all drawing documentation, in hard copy and electronic versions (AutoCAD and PDF), to the Properties and Concession Management Office. Properties and Concession Management shall distribute drawings for review and reply via email, fax, or mail to Tenant with comments and any applicable illustrations to further convey comments.

The Aviation Department will review the drawings at 30%, 60% and 100% for general compliance with all applicable Design criteria for the Airport facilities.

3.3. Concession Design Elements

The designers of the concession are encouraged to design visually stimulating spaces that incorporate complimentary building finishes. The design elements consist of the following:

- 1) Mainly open store fronts with rolling overhead grilles by Tenant;
- 2) Blade sign (by tenant to Aviation standards);
- 3) Signage (by tenant); mounting, size and material as approved by the Aviation Department;
- 4) Ceilings;
- 5) Remainder of furr down and existing finish out to extend to lease line only, all surfaces within lease line to be finished by tenant including, but not limited to a pier, flooring, walls and ceiling;
- 6) All millwork used within lease spaces must be durable and high-design quality;

3.4. Conceptual Plans Submission:

- 1) Tenant shall prepare five (5) 24"x36" sets of conceptual plans for the Premises in accordance with the provisions of the Standards and Specifications for Construction and current local code and submit them to the

Properties and Concessions Management Office for Aviation Department approval, such approval to be determined in its sole discretion. The Conceptual Plans must be submitted to the Properties and Concessions Management Office no later than thirty (30) calendar days from the effective date of the lease Agreement and lease date or such shorter period of time as may be required for Tenant to open for business as per contract, and shall include at a minimum the following (as applicable to work scope):

- a. Cover Page - To include code information, contact information for complete design team, location/site maps, Table of Contents, address, etc.
- b. Demolition Plan - To include items proposed to be removed.
- c. Floor Plan to include overall dimensions, interior finishes, construction components, and location of construction barricades.
- d. Elevations - To include all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas.
- e. Material Board - To include material boards referenced to floor plans and elevations for the Premises illustrating floor, base, wall, millwork, door, trim, ceiling materials, and color selections. Material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; one (1) board for colors and materials for all storefront and interior components. One (1) Color rendering of Tenant's proposed storefront design.
- f. Reflected Ceiling Plan - To include locations of all lighting fixtures.
- g. Signage Drawings - To include the shape, size, color, and location of signs (including Blade Sign), and a description of all materials, methods of fabrication, installation, and construction.
- h. Mechanical, Electrical, Engineering & Plumbing - To include connections to base building system and locations of piping, ductwork, equipment, materials, catalog cut, and/or details for the make, model, and capacity of all new equipment including location and electrical requirements, location of return air systems, incorporation of all applicable design criteria, floor plan and riser diagram for all new plumbing fixtures, show interface with base building smoke control system and building automation system. Floor plans showing outlets, other electrical equipment, location of panel board and switchboards, projected electrical loads, and incorporation of

applicable design criteria contained in the electrical requirements. Shall also include special system, such as telephone and data transmission line systems, fire alarm system, airport access control system (if applicable), paging system (if applicable), cable access television system (if applicable), and master clock system (if applicable) .

- 2) The Aviation Department shall have the right to require modifications to the Conceptual Plan and any approval granted by the Aviation Department is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Standards and Specifications for Construction and the current local codes. In the event the Aviation Department requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for the Aviation Department's review and approval within five (5) calendar days after receipt of the Aviation Department's modifications.

3.5. Final Drawing Submission:

- 1) Tenant shall prepare and submit five (5) 24" x 36" sets of final construction drawings and specifications ("Final Drawings") which are based on the Aviation Department's approved Conceptual Plans for the Premises as described herein within six (6) weeks from receipt of the approved Conceptual Plans, or earlier as may be required, to open the Premises for business no later than the Latest Rental Commencement Date specified in the Agreement. The Final Drawings shall be prepared and all calculations must be signed and sealed by the registered architect and/or the registered engineer licensed in the State of Texas, at a minimum, to include the following:

a. Drawings

- (i) Cover Page
- (ii) Demolition Plan
- (iii) Floor Plan
- (iv) Elevations
- (v) Sections
- (vi) Details
- (vii) Finish, hardware, door, room, fixture, storefront and window schedules
- (viii) Fixture Plans
- (ix) Reflected Ceiling Plan
- (x) Signage Drawings
- (xi) Temporary Construction Barricade
- (xii) Finish out of or Modifications to Storage Space

b. Applicable Specifications

- c. Reflected Ceiling Plans - To include ceiling material, grid, soffits, drops, recesses, coves, etc., ceiling heights for each space, all light fixtures, type of ceiling system with fire rating, any items attached to or coming through the ceiling, if any, Reflected Ceiling Plan to be at 1/4" = 1'-0" scale or larger. Also include details of rolling grille and/or security gate assembly.
- d. Structural Drawings - To include structural drawings and calculations of proposed structural elements. Base building structural components shall not be altered.
- e. Mechanical Drawings - To include load calculations submitted as required in the Standards and Specifications for Construction and current local code, gas lines, and proposed locations & connections of all equipment.
- f. Plumbing Drawings - If applicable, to include location and size of water and supply lines, drains, vents, grease traps and grease waste lines, and water and sanitary riser diagrams.
- g. Fire Protection & Monitoring Systems - To include fire suppression and monitoring systems, fire alarm, location of connection point to the base building systems, location of addressable initiating devices such as; smoke detectors, duct detectors, and heat detectors as per the Standards and Specifications for Construction, national codes, current local codes, local amendments and all other applicable codes and regulations. If base building systems are not available or fully utilized or do not satisfy current local code requirement, Tenant shall provide make and model numbers and specifications of intended fire suppression and monitoring systems for approval by the Aviation Department. If base building system resources are not available or if such system resources are fully utilized or do not satisfy current local code requirements, the Tenant is required to contract with a private provider of fire alarm monitoring services, which will have the ability to monitor the Tenant's fire alarm system 24 hours per day, 365 days per year and provide immediate notification to the San Antonio Fire Department, the Airport communications center and any other individual or agency required by the Aviation Department from time to time.
- h. Electrical Plans - To include power and lighting layout with circuits and home runs, electrical load requirements, on panel schedules, service riser diagrams, telephone conduits, and load calculations.
- i. Special Systems - Such as telephone and data transmission line systems, airport access control system (if applicable), paging system (if applicable),

cable access television system (if applicable), and master clock system (if applicable).

- j. Locking System - Tenant shall install a lock keying system compatible with the City's system on all entrances to the premises and mechanical room entrances located therein for police, security, fire protection, and maintenance reasons.
- 2) Tenant shall submit to the Aviation Department as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage, and any advertising structures, plus a lighting plan.
- 3) When Tenant submits any plans and specifications to the Aviation Department it shall include complete sets for each submittal as specified in the Standards and Specifications for Construction and current local codes.
- 4) Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Aviation Department, other public agencies, and utility companies. Within ten (10) calendar days after approval of the Final drawings or such shorter period of time as may be required for Tenant to open the Premise for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible.
- 5) Tenant shall comply in all respects with the Tenant's Construction requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety, Health Regulation, Part 1926, and this Construction Specification. Tenant shall comply and be liable for all costs associated with adherence to the Texas Accessibility Standards (TAS).
- 6) On all premises, the Tenant shall:
 - a. Obtain the Architect's/Engineer's Texas Seal on two (2) sets of final construction drawings or as may otherwise be specified by the current local code process submitted for a building permit,
 - b. Obtain from the Tenant's contractor(s) a written warranty of all materials

and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Aviation Department of the Tenant occupying the Premises, obtain all required manufacturer' guarantees, maintenance manuals and other pertinent documents, and (iv) furnish to the Aviation Department one (1) set of "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (AutoCAD) drawings, duly certified by a Texas registered architect or registered engineer, no later than ninety (90) calendar days after opening for business s in the Premises.

- 7) Tenant shall not be permitted to commence any work until all requirements of the Standards and Specifications for Construction and current local codes have been completed.
- 8) Security clearance, safety training, and any other related requirements necessary must be completed as required by the Aviation Department and TSA.
- 9) In its construction plans Tenant must ensure that the Premises have strong visual appeal and are inviting to the customers and that the Premises accommodate customers with luggage and meet all Americans with Disabilities Act (ADA), Texas Accessibility Standard (TAS), and all current local code requirements relating to ingress, egress, access, and other architectural matters, for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.
- 10) Plans to finish out or modify storage rooms included as part of the Agreement must be submitted with all conceptual drawing and final drawing submissions.
- 11) When Aviation Department shall determine that the construction drawings and specifications conform to the Preliminary Plans and design/construction requirements, Aviation Department shall cause one (1) copy thereof to be electronically stamped and initialed on behalf of Aviation Department, thereby evidencing the approval thereof by Aviation Department and shall return such counterpart so initialed to Tenant or Tenant's Representative. The construction drawings and specifications or the revised final drawings and specifications shall become and are hereinafter referred to as the Final Construction Drawings.

3.6. Changes After Final Drawing Approval:

- 1) Final Drawings must also be submitted to the Properties and Concessions

Management Office, at the address below, for Aviation Department review and approval. Forward five (5) 24"x 36" complete sets (architectural, mechanical, electrical, plumbing, & fire suppression) to that office for review. Upon review and approval Aviation Department, the Tenant will be allowed to apply to the City of San Antonio for its building permit.

- 2) After the Aviation Department's approval of the Final Construction Drawings, no changes shall be made in the final construction drawings by the Tenant, except with prior approval of the Aviation Department. Aviation Department reserves the right to make changes in, on, or about the building as may be required. Tenant shall be notified of such changes and adjust the Final Construction Drawings to accommodate such changes.

3.7. Physical On-Site Inspection:

During all phases of drawing development and prior to bidding documents and/or commencing construction, Tenant shall make a physical on-site inspection of the Demised Premises or cause Tenant's architect and engineers to do so, to verify the as-built location, conditions, and physical dimensions of the Demised Premises and the conformance of the Final Working Drawings thereof. Failure to do so shall be at the risk and ole expense of Tenant. Tenant's architects or Tenant's engineers are required to contact the Properties and Concession Management Office prior to visiting the site. Hard hats and proper footwear are required in the construction zones. All persons visiting the site must abide by the Aviation Department's and TSA's security guidelines.

3.8. Aviation Department Drawing Review and Approval:

No responsibility for proper engineering, safety, and design of facilities or compliance with all applicable governing codes and regulations implied or inferred on the part of Aviation Department by drawing approval. Aviation Department's drawing review and approval is for compliance with this Specification Manual only, and this approval does not relieve Tenant of responsibility for:

- 1) Compliance with Agreement;
- 2) Field verification of dimensions and existing conditions;
- 3) Discrepancies between final drawings and as-built conditions of Tenant's space;
- 4) Coordination with other trades and job conditions; and
- 5) Compliance with all governing codes and regulations applicable to this work.

3.9. Drawings Submittal Address:

At the Tenant's sole expense, all drawings, samples, and related documentation shall be submitted for review and approval to the Properties and Concessions Management Office:

Properties and Concessions Management Office
San Antonio International Airport
9800 Airport Blvd., Suite 2091
San Antonio, Texas 78216

The Properties and Concessions Management Office will then distribute drawings to the Aviation Department for review.

3.10. Construction Requirements and Project Close-Out
See Section 4, CONSTRUCTION CRITERIA, for more specific information regarding items below.

- 1) Terminal A will soon be updating room numbers throughout. It will be required that the Tenant coordinate with Aviation Department staff during. Storefronts as well as any interior rooms will require proper signage that meets Aviation standards and ADA requirements.
- 2) All areas of construction must have a barricade erected prior to the start of construction and the contractor shall use all means necessary to keep dust to a minimum by having dust control. Dust is a major element in construction that needs to be controlled at all times. See Section 3.12, Temporary Construction Barricade Design Criteria, for the specification drawing. The aviation Department Fire Protection Team shall be contacted prior to start of any Demolition work or any activity which will dispense dust or construction particles into the air in order to avoid nuisance and or false fire alarms and Terminal Evacuation.
- 3) Contractor shall be responsible for the repair and/or replacement of any damages caused by Tenant's contractor or his subcontractor to the Facility or surrounding tenants. All damage must be repaired within a twenty-four (24) hour- time period, or Aviation will complete all necessary repairs at the ole cost and expense to the contractor, plus an administrative fee, as defined in the lease agreement.
- 4) Prior to opening, contractor shall deliver to Properties and Concessions Manager office a copy of the Certificate of Occupancy with respect to the premises.
- 5) X-ray or SRP of existing concrete structural members is required if any attachments or penetration is required. Any unused penetrations shall be filed and sealed with appropriate materials
- 6) Cutting and patching on roof must be performed by roofing contractor to

ensure warranty, American Roofing is the Terminal A contact and Fifth Wall Roofing is the Terminal B contact. Currently, roof penetrations are not allowed except for kitchen uses. At those times, all penetrations must be coordinated with Properties and Concessions Management office. Only authorized contractors are allowed access to the roof and must be authorized by the Properties and Concession Manager and only City's authorized roofer can be used. The Contractor is to contact the Properties and Concession Manager for information.

- 7) If additional HVAC is required per design to any lease space. Tenant must provide their own Split or package unit. Testing and Balancing report must be submitted upon completion of installation.
- 8) Commercial epoxy, or terrazzo flooring required for all wet areas (kitchen, bar and serving areas). Floor and base of wall to be applied monolithic to avoid seams where possible. Six-hour water test required.
- 9) Grease traps are required at every food and beverage unit with sinks.
- 10) Cutting and patching on roof must be performed by roofing contractor to ensure warranty, American Roofing is the Terminal A contact. Currently, roof penetrations are not allowed except for kitchen uses. At those times, all within 60 days after opening for business in the Premises, Contractor shall:
 - a. Provide a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Contractor(s) shall be required in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the City, or the Tenant occupying the Premises;
 - b. Submit all required manufacturers guarantees, maintenance manuals and other pertinent documents; preventative maintenance program details and schedule;
 - c. One (1) set of "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (CADD) drawings, on CD duly certified by a Texas registered architect or registered engineer, no later than 60 days after opening for business in the Premises;
 - d. Executed copies of all mechanics lien waivers and/or releases or other lien waivers and/or releases on account of contractors work, notarized and unconditional, in such form as COSA shall have reasonable approved along with an architect's certification that the Premises have been

constructed in accordance with the approved Final Drawings and are fully complete in accordance with all of such requirements specified or reference herein;

- e. Statements of the total construction costs incurred by Contractor which is certified by a responsible officer of Contractor as correct together with copies of all supporting documentation required by the City under the Agreement with the City including copies of paid invoices;

3.11. Tenant IT and Cable Policies

IT SERVICE REQUEST PROCEDURES: SAT recognizes two types of service requests based upon size and scope of the request: (1) Major construction requests are considered Tenant Improvement (TI) Projects; and (2) Non-major requests are referred to as Moves, Adds, and Changes (MACs) and are treated as routine operations. Both types of service requests and their respective processes are documented below:

- 1) TENANT IMPROVEMENT (TI): SAT Properties and Concessions Office is the central point of contact for all Tenant Improvement projects, including IT projects. Tenants will be required to provide necessary submittal documents for TI projects to SAT Properties and Concessions Office at (210) 207-3565. SAT Properties will make a final determination whether the service request constitutes a TI or a MAC. Until specific policies and procedures are established by SAT for the management of TI, all TI requests shall be made to SAT pursuant to the procedures established herein. Projects that are a part of major operations including new construction, demolition, renovation, installation or removal of non-load bearing walls or partitions require TI approval. SAT IT will review Tenant's documented requests for completion and will perform site inspections to verify that installation progress in accordance to SAT technical specifications.
 - a. SUBMITTAL DOCUMENTS - All submittal documents required herein must be provided to SAT Properties and Concessions Office at (210) 207-3565. SAT Properties and Concessions office will then coordinate with all related divisions, including SAT IT, as applicable. This includes two (2) complete sets of documents to SAT IT for review at least ten (10) business days prior to the anticipated project start date. The information submitted for SAT IT review shall include the following:
 - I. Tenant Name & Contact Information
 - II. Type of Services Requested
 - III. Building Floor (Lease Space)
 - IV. Drawing -Physical Cabling Pathways

- V. Telecommunications bonding and grounding plan
- b. SAT IT RESPONSE - In response to Tenants request to initiate a TI project, SAT IT will send written review comments and a PDS utilization plan to the Tenant as applicable. This letter will advise Tenant to either forward original drawings or reproducible documents for signature, or revise and resubmit the documents. The response will also contain a SAT plan for PDS usage showing all termination locations, cross-connect points, and co-location assignments: Approximate time required: **five (5) business days from receipt of submittal.**
 - c. SAT AUTHORIZATION - When all review comment have been addressed, SAT IT will approve the Tenant's IT submittal documents and recommend authorization to SAT Properties for coordination with other SAT divisions recommendations.
 - d. RECORD DRAWINGS - Within fifteen (15) business days of completion of construction, Tenant must provide to SAT IT record drawings and Cable Management Documentation which accurately represent all as-built conditions, including the following documentation:
 - I. Submit two (2) hardcopies of full size drawings of the project. The submittal shall include a cover sheet identifying Tenant space occupant, key plan of portion(s) of SAT illustrated in drawing set, installing Contractor and date of submittal.
 - II. Submit one (1) electronic file softcopy of the project drawings saved in AutoCAD format compatible with current AutoCAD version in use at SAT.
 - III. Submit one (1) electronic file softcopy of project schedule spreadsheets saved in a CSV (Comma Separated Value) format on CD media. Coordinate with SAT for exact format requirements.
- 2) MOVES, ADDS, AND CHANGES (MACs): MACs are non-major telephony and data related improvement operations consisting of single or multiple moves of phone, data, and/or addition of lines and routing or adding cabling. These are minor, non-structural change, leaving walls, floors, ceiling, and fixed equipment in place. For support and coordination on all Tenant MACs, please contact (210) 207-3565 or aviation.support@sanantonio.gov and a SAT IT representative will respond.
- a. SUBMITTAL DOCUMENTS - Tenant will be required to provide necessary submittal documents depending on the requirement. This includes two (2) complete sets of document to SAT IT for review at least

two (2) business days prior to the anticipated project start date. The information submitted to SAT IT shall include the following:

- I. Tenant Name & Contact Information
 - II. Type of Services Requested
 - III. Building Floor (Lease Space)
 - IV. Drawing - Physical Cabling Pathways
 - V. Telecommunications bonding and grounding plan
- b. SAT IT RESPONSE - In response to MAC requests, SAT IT will send written review comments and a utilization plan to the Tenant. This letter will advise Tenant to either forward original drawings or reproducible documents for signature, or revise and resubmit the documents. Approximate time required: Two (2) business days from receipt of submittal.
- c. SAT AUTHORIZATION - When all review comments have been addressed, SAT will sign the Tenant's submittal documents and issue an authorization letter.
- d. RECORD DRAWINGS - Within fifteen (15) business days of completion of construction, Tenant must provide to SAT IT record drawings and Cable Management Documentation which accurately represent all as-built conditions, including the following documentation:
- I. Submit one (1) electronic file softcopy of as-built project drawings saved in AutoCAD format compatible with current AutoCAD version in use at SAT.
 - II. Submit one (1) electronic file softcopy of project schedule spreadsheets saved in a CSV (Comma Separated Value) format on CD media. Coordinate with SAT for exact format requirements.

SITE ESCORT SERVICES: Only SAT IT, or its authorized representative, will have permission to access the MDF or IDFs. SAT IT will arrange for escort services as necessary when Tenant representative is need access to the MDF or any IDF. Requests for escort to perform routine maintenance should be submitted at least 72 hours in advance. Site escort services for emergency repairs will be provided according to the service level required at the time.

SATELLITE SERVICE REQUIREMENTS: Tenants requiring satellite installation for cable television services shall submit installation requirements and plans including roof penetration and mounting details, to SAT IT utilizing the process described in Section 6.0 of this document, prior to the commencement of installation. The installation of a satellite dish utilizing space on the roof top of Terminal B will require a separate license agreement as prescribed by the San

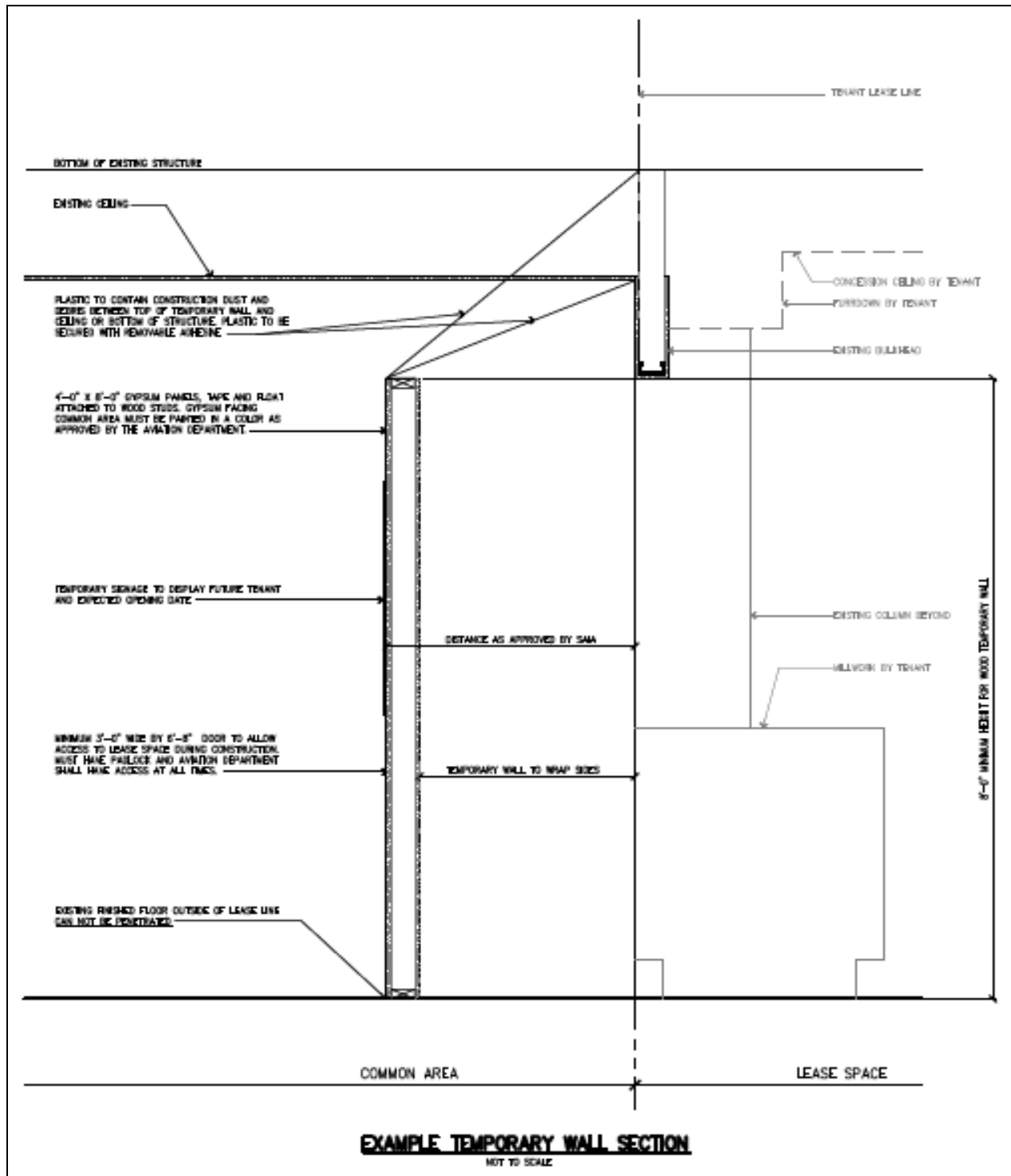
Antonio City Code for the use of City property. Such satellite dish installations shall be performed according to SAT technical specifications.

WIRELESS POLICY: Tenants may install private Wi-Fi hotspots that utilize unlicensed spectrum within their own exclusively leased space. Tenant takes full responsibility of devices; Airport is not responsible for any wireless devices belonging to Tenant. Airport is not responsible for any detriments to the Tenant's Wi-Fi hotspot that occurs as a result of lack of security. Tenant is responsible for monitoring the RF spectrum to prevent any interference with licensed spectrum and Airport wireless equipment and transmissions. In the event of such interference, and subject to reasonable notice, SAT reserves the right to disable the wireless signal in order to protect public safety and welfare.

REQUEST FOR CABLE TELEVISION SERVICE: Although coax cable is not part of the PDS, until specific policies and procedures are established by SAT for the management of coax cable infrastructure in Terminal B, any requests for the installation of cable television service shall be made to SAT pursuant to the procedures established in Section 2.0 of this document, prior to the commencement of in installation.

TO DEVIATE FROM POLICY: Any request to deviate from these policies and procedures shall be requested in writing to SAT IT at aviation.support@sanantonio.gov. No exception will be granted without SAT written authorization.

3.12. Temporary Construction Barricade Design



SECTION 4 – CONSTRUCTION CRITERIA

4.1. Purpose of Construction Criteria

This criteria has been developed for Tenants, their Consultants and Contractors, intending to construct improvements, alterations, and/or new facilities at SAT. It is the intent of this criteria to assist applicants so Tenant Permit Application (CPA) submissions can be complete; time frames for review can be more predictable; and construction and closeout requirements can be understood. The procedures outlined and referenced are applicable to all types of construction, alterations, equipment additions/replacements, and maintenance work performed by a Tenant within their leasehold.

This Specification Manual, together with the Agreement, including Exhibits and approved design and construction drawings required by Properties and Concession Management and Aviation Construction & Development, comprise the Tenant's Package. Tenants are strongly encouraged to become familiar with the intent and details of these documents prior to the commencement of work, and to become aware of the special characteristics of the terminal buildings and how their architectural elements, finishes, and materials will affect individual concession design solutions. Tenants must comply with the requirements and conditions set forth in the Tenant Package. Should there be any discrepancies between the Standards and Specifications for Construction for Concession improvements and the Agreement, the latter shall govern.

The City's Properties and Concessions Manager Office and Aviation Construction and Development shall have absolute right of review and approval over all aspects of Lease Space Improvements, as well as the discretion to waive any of the Standards and Specifications for Construction so long as the concept, quality, and character of the project are not significantly affected.

4.2. Use of Construction Criteria

Each Tenant their Consultants and Contractors must be familiar with the intent, scope, and detailed requirements of this Specification Manual before the construction process begins. It is the Tenant's, their Consultants and Contractors responsibility to visit the site and verify existing conditions. The Aviation Department and the City of San Antonio Development Services Department must approve each Tenant design and a Permit must be issued as well as other pre-construction requirements which will be described further within before construction is allowed to begin.

4.3. City/Tenant Work

City's Work to be performed or provided at City's sole cost and expense shall be limited to the following: City shall not have any obligation to improve any portion of the Premises unless specified in Lease Agreement. Premises are being delivered by City to Tenant in its then existing, "AS IS," "WHERE LOCATED" condition. City may perform the safe remediation or removal of any pre-existing Hazardous Materials located within the Premises. City may provide additional items of basic building shell or utility conduit services for the Premises as part of City's Work. If applicable, such additional items, if any, shall be provided in accordance with City's specifications.

City's Work shall include all work necessary to demolish any existing improvements located within the Premise, if any, If required to return the Premises to a shell condition (including removal of ceiling grids, finish materials, storefront, light fixtures, partitions (excluding demising partitions) and all existing utility systems and components that will not be reused to serve the Premises.

Tenant's Work shall include all work necessary or required to complete the Premises, except those items of work that are specifically included under City's Work. Tenant's Work shall be subject to City and Properties and Concessions Division and Construction and Development prior approval. Tenant's work shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in this document and all requirements set forth in the most current edition of Standards and Specifications for Construction.

City personnel shall have access to the Premises/Lease Space to inspect all phases of construction.

The Tenant/general contractor will always assume the responsibility of quality control throughout the duration of the project; however, the City reserves the right to inquire and check randomly select areas as a form of quality assurance throughout all phases of construction.

The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

- 1) This Specification Manual and the Design Development Drawings.
- 2) The CPA and its process requirements.
- 3) Tenant's Final Drawings, as approved by City of San Antonio's Aviation Construction and Development and Concessions Division.
- 4) All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the City, State and Federal Codes.
- 5) All applicable standards of the American Insurance Association, The National

Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer 's Guide (latest edition), the City's and City's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant 's construction of the Premises and installations made as a part of Tenant 's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all remodeling and alterations shall be performed in accordance with all of the Tenant's Construction Requirements.

All contracts and subcontracts for the performance of Tenant's, Airline and FBOs Work shall require:

- 1) that all contractors and subcontractors provide labor that can work in harmony with other labor employed or to be employed at the Airport in accordance with this Agreement, properly bonded and access grants as dictated by the Base Concession Manager and/or the City;
- 2) Insurance coverage and suretyship as defined by lease agreement to the City for the protection of The City for the protection of the City, its laborers, supplies, contractors, and subcontractors designated management representatives and the general public;
- 3) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Lease Agreement and related Exhibits, Design Handbook, BPA process, all applicable permits, and/or as otherwise required by code;
- 4) in the case of Fixed Improvements, performance and payment bonds from Tenant or its contractor, in form and substance reasonably satisfactory to the City, each of which shall name the City as an additional obligee and aggregation in the penal sum equal to all of Tenant 's construction contracts valid through duration of project;

Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other leasehold improvements and Operating Equipment

necessary to complete the Premises as required to provide the retail concession services within the Terminal.

4.4. HVAC, Electrical, Plumbing, IT and Fire Protection

- 1) **Inspections and Compliance:** Contractor is responsible for scheduling inspections by the City of San Antonio Development Services and other inspectors as necessary, and for compliance with their requirements. Provide notification of inspection date and time to Properties and Concessions Manager. A copy of all inspection reports and the Certificate of Occupancy must be submitted to Properties and Concessions Office upon completion of the work. In the event Contractor is notified of any violations of codes by the jurisdictional authorities or by Aviation, Contractor shall correct such violations within seven (7) calendar days from such date of notification. Construction shall comply in all respect with currently applicable federal, state, county and/or local statutes, ordinances, regulations, laws and codes and ordinances. The City of San Antonio is currently under the 2015 *International Codes*, 2014 *NEC* and including the 2015 *International Energy Conservation Code*. The list of adopted codes and local amendments for these codes can be found at: New Chapter 10 - Building Related Codes. In addition, coordination and compliance with the following is required:
 - City of San Antonio Fire Marshall
 - City of San Antonio Department of Health
 - American with Disabilities Act and Texas Accessibility Standards
- 2) **Licensed Professional Engineer:** A professional engineer licensed in the state of Texas shall prepare all calculations, drawings and specifications in accordance with all applicable codes and recognized engineering practices. The engineer shall be required to be available if any questions or modification to the system is required.
- 3) **Project Review:** The Aviation Department will review the drawings 30%, 60% and 100% for general compliance with the Mechanical Design criteria of the Airport facilities. It is the Contractor's responsibility to submit documents to the City of San Antonio Development Services (www.sanantonio.gov) for review and is issuance of a Building Permit. It is the Contractor's responsibility to ensure that the Contractor's system will perform satisfactorily and is in compliance with all applicable code and regulations. The average permit review time is 2-3 weeks. Development Services does offer an expedited review with associated fee.
- 4) **Submission Requirements:** The Tenant shall submit complete plans and

specifications for Mechanical work consisting of the following at a minimum:

- a. HVAC (if applicable), plumbing (if applicable), and fire protection floor plans (if applicable).
 - b. Plumbing riser diagram indicating pipe sizes and connection points. Heating and cooling load calculations.
 - c. HVAC Testing and balancing report submitted upon completion of installation
 - d. Supply air, chilled water (if any) requirements. As-built drawings upon project completion.
 - e. IT and Electrical Plans
 - f. Material Sheets
 - g. Elevations
- 5) **Mechanical and IT Room Access:** Facilities Maintenance will provide access to the mechanical rooms that provide service to the Concession space. Access requests should be submitted to Properties and Concessions Manager for coordination 48 hours in advance.
- 6) **General Requirements:** The Tenant shall furnish and install all mechanical work required for and within the Tenant premises, which is not furnished as part of the Base Building work.
- a. Mechanical system modifications requiring shutdown of other portions of the mechanical systems shall be done upon approval of Aviation Construction and Development and Facilities Maintenance. Notification must be provided to Concessions Division and the City /Airport 48 hours prior to the shutdown requirement.
 - b. Obtain permission from the City through the Properties and Concessions Division and Construction and Development prior to core drilling through floors or roof structure. Any roof penetrations will be performed by a contractor selected by the Aviation Department and billed to Tenant.
 - c. Coring for roof or floor penetrations will require 72-hour notice.
 - d. Cutting and patching to be performed as required, to return all remaining original finishes to their original condition.
 - e. Floor and wall penetrations must be sealed and dampered to maintain occupancy separations where required. All penetrations must be filled with approved Fire Caulking with a Fire Rating of not less than that of the roof, wall and/or floor which was penetrated.
 - f. Welding or torch cutting under the direct supervision and by approval of the Concessions Division and/or Aviation Department personnel. Comply with the Airport's Fire Marshal's regulations and notify them prior to welding or torch cutting.

- g. As-built drawings are to be maintained by the Tenant mechanical contractor and submitted to the City. Record exact pipe, duct, and equipment routing and location, and sizes of equipment.
- 7) **Identification and Labeling:** Required for all equipment, pipes and ducts within the Tenant space:
- a. Laminated plastic nameplates, black-white-black with engraved characters 1" high for all equipment. Pipe marker, ANSI size, 3/4 letters, pre-printed, mounted on pipe or duct penetrating walls and at 25' intervals.
 - b. Identify pipe fluid or duct air type.
- 8) **HVAC System Criteria**
- a. It is the Tenant's responsibility to add additional VAV boxes, Rooftop or Split Units if required to meet their heating and cooling needs, to be approved by HVAC Department.
 - b. Return air and smoke purge are accomplished through the plenum, and it is the Tenant's responsibility to ensure adequate airflow into and through the plenum.
 - c. All insulation must have a flame spread/smoke developed rating not higher than 25/ 50.
 - d. All ducts are to be supported from bridging not to exceed ten foot intervals.
 - e. An air balance report must be submitted to the City prior to the final inspection. All changes to existing system must be approved by Airport Facilities HVAC Department. All changes to existing system must be approved by Airport Facilities HVAC Department.
 - f. All changes to existing system must be approved by Airport Facilities HVAC Department.

Existing HVAC System Description

SAT uses a two-pipe chilled water system to provide cooling or heating water to most air handlers or VAV boxes In Terminal A. Some areas have electric heat. All CONRAC and Terminal B have electric heat.

9) **Electrical System Criteria**

All electric designs must comply with the City of San Antonio current codes. COSA is currently under the 2015 International Codes, 2014 NEC and including the 2015 International Energy Conservation Code. The List of adopted codes and local amendments for these codes can be found at: New Chapter 10 - Building Related Codes.

The City of San Antonio also requires the following:

- 1. Coordination of all electrical work with the City Airport Electrical Department prior to commencing any work.
- 2. All conduits must be a minimum 3/4" EMT with compression fittings. In wet

areas, all conduits are to be rigid. All wire to be TI4HN or TWIHN rated at 105 degrees at 600 volts.

3. No MC or other armored interlock is allowed. "Greenfield" or "Seal Tight" whips are to be a maximum of six(6) feet.
4. All ceiling mounted transformers must be supported from the building structure independent of all other systems and a continuous ceiling must separate the transformer from the plenum.
5. All junction and pull boxes must be labeled with appropriate panel name and circuit numbers.

Food Court Food/Beverage Tenants will also be required to install sub metering for electric. All floor penetrations and floor boxes must be UL rated for a 2-hour fire separation. The Tenant will also be required to label the switch in the MER with the space number and Tenant name as well as label the Tenant's Panel with MER and Switch gear name. Tenant is to receive approval from Properties and Concessions Division and the Airport Electrical Department prior to start of work for all tie-ins and shutdowns.

10) Plumbing Criteria

All Plumbing Designs must comply with the City of San Antonio current codes. COSA is currently under the 2015 International Codes, 2014 NEC and including the 2015 International Energy Conservation Code. The List of adopted codes and local amendments for these codes can be found at: New Chapter 10 - Building Related Codes.

The City of San Antonio also has established the following criteria:

1. PVC piping will not be used above the ground within buildings.
2. Clamps for no-hub piping will be those manufactured by Clamp-all Corp, Huskey SD series 4000 or approved equal.
3. All hubless pipes will be anchored at each side of the hub and at five foot intervals.
4. All trapezes will be supported from bridging or structural beams not from the roof decks.
5. All abandoned pipes will be removed to the source or point of discharge. All openings will be plugged.
6. All valves and pipes will be labeled to identify use; all flows will also be indicated.
7. All cold piping will be insulated using 1" thick Owens Corning Fiberglass "25A5J/SSL".
8. All pipe hangers longer than 12" will be seismic designed.
9. All piping will be hydrostatically tested as per Code.
10. All floor sinks and drains will have flashing to prevent water penetration.
11. Every lease space is required to have a main water supply cut off valve

inside lease space.

12. All shut downs and tie-ins must be coordinated through the Properties and Concessions Manager Office and Airport Maintenance. All tie-ins must be approved prior to start of work.

11) Fire Protection Criteria

In general, all Fire Protection Systems must comply with all building, mechanical, electrical and fire protection, and lighting protection to new roof equipment by warranty holder contractor. (National Fire Protection Association (NFPA) Standards).

The design must be submitted to Properties and Concessions Office and Facilities Maintenance during the initial submission for approval prior to the start of construction. All sprinkler shut downs (if required) are to be performed by City's authorized agent, coordinated with the Aviation Departments Fire Protection Team and billed to Tenant. A minimum of 3 days written notice must be given. The Tenant is also responsible to notify the Properties and Concessions office to arrange for a Fire Watch condition. It is the Contractor's responsibility to pay all costs incurred for the shutdown. Prior to the Final Inspection, a hydrostatic (controlled inspection) test must be performed and results submitted in writing to the COSA. All Fire Sprinkler installations, additions and/or repairs shall be conducted by a state licensed and/or nationally certified technician/contractor IAW NFPA and IFC Standards.

The Tenant must have all required fire extinguishers installed per IAW, NFPA and IFC Standards prior to the final inspection.

12) Fire Alarm System (If Applicable for Food Service Only)

It is the Tenant's responsibility to purchase all fire alarm devices required per code and install them in the space. All newly installed Fire alarm Equipment shall be compatible with the system it is to be added to and to be of the same make and model as the other system components. It will be the monitor's responsibility to contact the Communications Center at the Airport in the event of fire or trouble alarm. It will be the Tenant's responsibility to pre-test the system and provide proof prior to the Final Inspection. Pre-testing and testing, of the Fire alarm system, which involves the activation of the Terminal's horns, strobes and voice evacuation appliances shall be conducted between the hours of 10:00 p.m. – 3:30 a.m. All Fire Alarm installations, additions and/or repairs shall be conducted by a state licensed and/or nationally certified technician/contractor IAW NFPA and IFC Standards.

A tie-in to the base building system is provided. The warranty service provider is:

Terminal B:
Simplex Grinnell San Antonio

Terminal A:
Johnson Control

The Tenant must also have all required fire extinguishers installed IAW NFPA and IFC Standards prior to the final inspection.

13) Telephone/Communication Service

All telephone, communication and data line services are the Contractor's responsibility. The Contractor must select a sub-contractor, which will be acceptable to Aviation Department to run the required cable from the main switchboards to the space. It is suggested that the Contractor schedules this service when they open the account for telephone service with AT&T, long distance provider and/or Internet service provider (ISP). All communication wires must be run in EMT conduit and labeled as such. All EMT conduits provided to accommodate telephone and data line service will be responsibility of the Contractor. Contact IT Manager for approval of all wiring in terminals.

Please contact Aviation IT Manager and Concession Manager, to coordinate any cable installations.

4.5. Construction Requirements

All contracts and subcontracts for any portion of Tenant's Work shall require:

1. All contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport.
2. Insurance coverage and suretyship reasonably satisfactory to City and Concessions Division and Construction and Development for the protection of City, suppliers, contractors, subcontractors and the general public.
3. All contractors and subcontractors comply strictly with all of the applicable provisions of the Lease Agreement, this Specification Manual, Tenant's Agreement with the City and the CPA.
4. For all Fixed Improvements and other leasehold improvements to the Premises; Provide performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to City and Properties and Concessions Division and Construction and Development, each of which shall name City and Properties and Concessions Division as an additional insured and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the City of San Antonio's nondiscrimination and affirmative action provisions.
5. During the construction periods at the Terminals, the City, Tenant and their agents, servants, employee and contractors shall be permitted entry and access to the Terminals and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, City, Tenant and their respective agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and

applicable directives imposed by the City of San Antonio and the Aviation Department as to the conduct of their work. Tenant and its agents shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers, smoke, fumes/odors, dust and the like within the Tenant's Premises, or with in a defined staging area for the exclusive purpose of supporting the Tenant's Premises construction, subject to City approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project closeout and acceptance of the space as detailed in this Specification Manual and the CPA.

4.6. Contractors and Subcontractors Insurance

All policies of insurance and bonds required in the Agreement shall be issued for the protection of the City, Tenant in accordance with their respective insurable interest. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of the City.

Tenant shall provide, maintain and identify the City as an additional insured, with respect to the insurance protection required under the provisions outlined in the Agreement.

Each of Tenant's insurance policies required under the Lease Agreement shall name The City of San Antonio as additionally insured.

4.7. Pre-Construction Meetings and General Procedures

Prior to the commencement of construction, a Pre-Construction meeting must be held. This "Pre-con" takes place after:

Signed and executed Construction Agreement with the City of San Antonio is delivered to all parties and a Building Permit is issued by the City of San Antonio Building Inspection Department.

Properties and Concessions Manager will arrange the Pre-Con when items meet the requirement. The Project Superintendent and General Contractor must attend the Pre-Construction meeting with the Aviation Department. The following documents must be submitted at the Pre Construction meeting:

1. General Contractor's Insurance Certificate
2. List of all Sub Contractors with emergency phone numbers including the GC's
3. Material Safety Data sheets for products to be used. The City reserves the right to refuse the use of any Substance believed may be hazardous when used in the Airport.
4. Overall Project Timeline Summary with preliminary delivery schedules and unloading requirements

5. Signed Lease or Letter of Acceptance for space
6. \$5,000 Security Deposit per location payable to "City of San Antonio"
7. A Building Permit issued the City of San Antonio
8. Performance and Payment Bonds delivered to City of San Antonio (COSA) in the total amount of construction contract costs for "Fixed Improvement" naming the City as additional obligee.
9. Any other documents required by the City of San Antonio
10. Asbestos Report
11. Two (2) sets of sealed and signed drawings
12. Architect's Letter of introduction
13. Copies of Electrical and Plumbing Licenses

Contractor shall not be permitted to commence any work until all requirements of this Specification Manual, the CPA and the Construction Agreement have been completed.

1. Two sets of stamped and signed drawings
2. Architect's Letter or Introduction
3. Copies of Electrical and Plumbing Licenses
4. List of all Sub Contractors with emergency phone numbers including the GC's and the Architect's
5. Schedule

General Procedures: The following documents will be submitted to the On-Site Tenant Coordinator ten business days prior to the start of construction:

1. Approved Insurance Certificate (must be approved by COSA)
2. 24 Hr. Emergency Contact List (includes Corporate mailing address and fax number)
3. List of construction workers with security clearance badges
4. All Material Safety Data Sheets for products which will be used
5. Overall Project Summary (preferably accompanied by Microsoft Project Schedule on disk)
6. Signed Letter of Acceptance for space
7. \$5,000 Security Deposit per location payable to the City of San Antonio (COSA)
8. Performance and Payment Bonds delivered to City of San Antonio (COSA) in the total amount of construction contract costs for "Fixed Improvements" naming the City as additional obligees
9. Any other documents required by the City of San Antonio

4.8. Aviation Properties and Concessions Division

Tenant Coordination activities will be the responsibility of Properties and Concessions Division. Please contact William Idar at (210) 207-3565 phone, or by email at William.idar@sanantonio.gov with any questions concerning coordination, pre-

construction meetings, notices to the City, construction inspections or any other questions you may have.

4.9. Progress Meetings

Representatives of City and Tenant shall attend on- site progress meeting with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but not less frequently than weekly. City Project Manager will be responsible for scheduling and conducting the progress meetings.

The Contractor will provide at the end of each week the following documents:

1. Three week look ahead schedule
2. All deliveries for following week
3. Storage and escort needs
4. Minimum 24 hour notification of all power, water, mechanical Shut Downs
5. All welding and burning requirements
6. List of Badged construction workers (if there are additions/deletions)
7. Material Safety Data Sheets (additional/revised)
8. 24 Hr. Emergency Contact List (if there are revisions)

4.10. Pre-Construction Documents

Prior to the commencement of construction, a Pre-Construction meeting (Pre-Con) must be held. This Pre-con shall take place after:

1. Signed and executed Construction Agreement with the City of San Antonio is delivered to all parties; and
2. A Building Permit is issued by the City of San Antonio Building Inspection Department;

Properties and Concessions Management Office will arrange the Pre-Con when items meet the requirement. The Project Superintendent and General Contractor must attend. The following documents must be submitted at the Pre-con:

1. General Contractor's Insurance Certificate
2. List of all Sub Contractors with emergency phone numbers including the GC's
3. Material Safety Data sheets for products to be used. The City reserves the right to refuse the use of any substance believed may be hazardous when used in the Airport
4. Overall Project Timeline Summary with preliminary delivery schedules and unloading requirements
5. Signed Lease or Letter of Acceptance for space
6. \$5,000 Security Deposit per location payable to "City of San Antonio"
7. A Building Permit issued the City of San Antonio
8. Performance and Payment Bonds delivered to City of San Antonio (COSA) in the total amount of construction contract costs for "Fixed Improvement"

- naming the City as additional obligee
- 9. Any other documents required by the City of San Antonio
- 10. Asbestos Report

Contractor shall not be permitted to commence any work until all requirements of this Specifications Manual, the CPA and the Agreement have been completed.

4.11. Interruptions to Existing Facilities

At NO time are construction activities to interfere with the normal operations of the Terminal. All deliveries and debris removal must take place between 7:00 p.m. and 5:00 a.m. in the event that there are passengers within the Terminal during these hours due to uncontrolled events (i.e. inclement weather); prudence and common sense must take place. All items and debris are to be kept within the space; nothing is to be left in the Concourse area. All welding, burning, chopping, jack hammering is to take place between 7 p.m. and 5 a.m. There is to be no welding/burning within the confines of the concourse; all work must take place behind the barricade. In the event that construction activities interrupt airport operations, SAAS reserves the right to have the contractor responsible removed from the project. It is imperative that there is no impact to passenger flow.

Barricades must have self-closing hinges and be kept closed at all times and locked during non-working hours. Properties and Concessions Office and Construction and Development must have a key or combination to the barricade and all items stored within the space must be inventoried and declared to Airport Security prior to bringing them into either Terminal. All tools or equipment remaining in the concession space after working hours must be store in a locking job or gang box. It will be the Tenant Contractor's responsibility to maintain the barricades both functionally and aesthetically. The Tenant Contractor will be responsible to legally dispose of the barricade upon completion of the concession build out.

SAAS will require a construction deposit of \$5,000.00 per unit from Tenant's general contractor prior to construction. City will not release the deposit until satisfactory completion of all construction and all requirements of this Specification Manual and the Lease Agreement. The City Building Inspection Department and the Aviation Department must specify that all of Tenant's Work has been completed and acceptable by City, prior to release of the construction deposit. City Personnel shall have access to lease space at all phases of construction.

4.12. Keys and Locks

The Aviation Department has provided standard equipment throughout the facility. All locks must be part of the Sargent Signature Series product line as follows:

Entrance/office; cylindrical level lock (63-10G05-LB Key LL 26D with IC core LB Key Way) 7900 Mortise Lock; 63-8205 LNB US26D 480 Series Inside Thumb Turn Lever (63-10-480-26D; LB Key Way, control #236511)

It is the Tenant Contractor's responsibility to give to the Concession's Division a key or combination to the barricade in the event that SAAS requires access to the space. Contact Mike Castillo - Aviation Department, Access Control - at (210) 207-3537 for assistance.

4.13. Hazardous Material

The Contractor must submit to Concession Manager and Aviation Construction and Development all Material Safety Data Sheets for all materials used in the construction process. Properties and Concession Management Office and Aviation Construction and Development reserve the right to reject any such materials, which may pose a hazard or potential hazard to the Terminals and its patrons. Under no circumstances will any construction debris be placed into any Terminal refuse containers or dumpsters. The Contractor is responsible for the legal disposal of all debris generated during the build out process.

Currently, as a result of the City's abatement efforts all undeveloped Lease spaces are believed to be asbestos free. An Asbestos Report for each tenant space under construction will be provided to Properties and Concession Management Office and Aviation Construction & Development and must be submitted to the City Building Inspection Department as part of the Building Permit submittal process. In the event that the Contractor is remodeling a space vacated by a previous concession or remodeling a current concession space, an updated asbestos survey is required and will be the sole responsibility and cost of the Contractor.

In the event Contractor encounters any pre-existing Hazardous Materials during the performance of Contractor's Work for the initial construction of the Premises, Contractor shall immediately notify City verbally and in writing and provide all details related thereto. In no event shall Contractor perform any work that will in any way disturb any such Hazardous Materials so encountered until City has determined whether it is necessary to rededicate or remove the same. City shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of asbestos, polychlorinated biphenyls or other hazardous or toxic materials (collectively, "Hazardous Materials") that exist within the Premises as of the date Contractor was delivered possession of the Premises. City shall rededicate or remove (or reimburse reasonable costs incurred by Contractor) any such preexisting Hazardous Materials that City determines, in its discretion, is necessary for Contractor to perform Work.

4.14. Dust Control

Dust is a major element in construction that needs to be controlled at all times. The contractor shall use all means necessary to keep dust to a minimum by:

- a. The Tenant Contractor will use and maintain dust cover over barricade.
- b. Tenant Contractor will insure that there are no holes in the dust cover and that it is securely fastened to the barricade and bulkhead. In the event that there should be rips or tears in the dust cover, Tenant Contractor will replace the dust cover immediately with the exact type of material.
- c. Tenant Contractor will utilize construction methods and equipment that minimizes dust.
- d. Tenant Contractor will provide dust masks and respirators (if necessary) as per OSHA 29 CFR 1910.134 and 29 CFR 1926.103
- e. In the event that excessive dust cannot be avoided, Tenant Contractor will maintain a mist over the area. Tenant Contractor will insure that the wheels of all carts and dollies are clean of dust and dirt so not to track through the Airport common areas. All dollies and cart are to have properly operating rubber wheels. No metal or studded wheels will be permitted.

4.15. Noise Control

During the hours of 5:00 a.m. till 10:00 p.m. a ban on excessive noise will be established. Excessive noise is considered to be jack hammers, chipping guns, excessive hammering, electric chop saws, floor grinders/scrapers, and powder actuated tools; these items may only be used between 10:00 p.m. and 5:00 a.m. This time frame may change due to location of the Concession and the operating flight in the general area. Tools that may be permitted for day usage are hand tools, electric drills, circular saws and reciprocating saws. In the event of a complaint by the City or an Airline, the On-Site Tenant Coordinator will immediately stop the activity that is the cause of the complaint.

The Tenant Contractor will be responsible to issue all workers proper hearing protection as per OSHA 29 CFR 1926.52 and 29 CFR 1926.101

4.16. Welding Notification in the Concession Space

No welding or burning can take place without notification to Concession Manager and approval by Concession Manager. A Welding Request must be submitted to Properties and Concessions Management Office at least 5 days in advance of the work.

Properties and Concessions Office will pursue approval and notify process required. The notice is both site and occurrence specific; each additional requirement for welding or burning will require an additional notice. If a fire watch is required by Aviation Fire Department, fee will be paid by Tenant. In order to be able to field weld, the following criteria must be met and maintained for the duration of all welding procedures:

1. Submit a Welding Application at least five days in advance.

2. Provide all fire watches required and all fire extinguishers and fire blankets
3. Use and maintain all required personal protective equipment.
4. Maintain a fire watch for the duration of the welding
5. Properly secure all gas bottles. Extra gas bottles are not to be stored inside the Terminal.
6. All gas bottle storage, handling, transporting and usage must comply with OSHA 29 CFR 1926.350 S.
7. No welding in public view (storefronts included) may take place from 5 a.m. till 11 p.m.
8. All welding procedure are to be in compliance with all COSA and Airport guidelines and OSHA 29 CFR 1926.102(b), .350-.354, 406(c)
9. All arc welding machines are to be approved by Aviation Fire Department/Safety for use prior to welding.
10. Welding or torch cutting under the direct supervision and by approval of Concession Manager.
11. A welding permit must be completed. See Properties and Concessions Manager for copy.
12. Comply with the Airport's Fire Marshal's regulations and notify Properties and Concession Manager prior to welding or torch cutting.

4.17. Barricades

All areas of construction must have a barricade erected prior to the start of construction.

The following criteria must be followed:

1. Height of barricade will extend to the existing ceiling height.
2. Barricade must be painted neutral white with black base molding applied to the concourse side.
3. Barricade must have dust cover consisting ripstop visqueen.
4. Barricade door to be located towards the side not in the center.
5. Barricade not to project out more than 3 feet past the bulkhead.
6. Barricade side return panels are to be 45 degree angles to aid passenger flow.
7. Barricade cannot be bolted, screwed, glued, or shot into any finished floor. Floor protection required.
8. Barricade must be secured to prevent tipping over or shifting during construction.
9. Barricade is subject to City approval; with TSA approval contingent upon public activity.
10. All barricade removal to take place at night when the construction status has been approved by Properties and Concession Manager and Aviation Planning and Development.

Barricades may have signage or graphics approved by the City installed on them. These graphics will be mounted in such a way as not to permanently adhere to the barricade wall. The Tenant Contractor is responsible for any damage to the graphics as a result of careless construction practices.

All barricades must have self-closing hinges and be kept closed at all times and locked during non-working hours. All tools or equipment remaining in the concession space after working hours must be stored in a locking job or gang box. It will be the Contractor's responsibility to maintain the barricades both functionally and aesthetically. The Contractor will be responsible to legally dispose of the barricade upon completion of the concession build out.

Properties and Concession Division, Construction and Development and Security will approve all barricades construction and maintenance.

4.18. Parking

All designated parking for contractor's vehicles, contractor employee's vehicles and delivery trucks will be provided at the Pre-Construction meeting.

4.19. Trash and Debris Removal

The space is to be kept clean at all times, trash accumulation is to be kept to a minimum. A tarp covered dumpster will be allowed on the airside at a location provided by Airport Operations and Airport Security, and the Contractor is responsible for the removal of all trash from the airport property at their expense. Contractor must insure that all debris fit properly into debris bin; no debris may be permitted to lean over the profile of the container. It is imperative that no sharp edges, screws, wire etc. project out in such a way as to injure others or damage common areas. All debris must be stored in the construction area; no debris may be placed anywhere else unless permission is given.

Contractor will be responsible for any debris, dirt, grease, dust left in the common areas.

Contractor will immediately clean any debris from the common areas and subject to special cleaning fee, if deemed appropriate by the City representative.

4.20. Floor and Roof Penetrations

Approval for any core drilling must be obtained prior to commencing work. Submit the request with the appropriate background of need to Properties and Concessions Management Office and Aviation Construction and Development.

Floor and wall penetrations must be sealed and dampened to maintain occupancy separations where required.

All floor penetration must maintain the two (2) hour fire rating of the slab and require X-ray confirmation prior to commencing work. A qualified X-ray contractor hired at contractor's expense shall perform all X-rays. Likewise all fireproofing within the Tenant's Space must be restored to its original thickness, properly sealed with expanding foam and filled as applicable per building code(s).

Roofing

Currently, roof penetrations are not allowed except for kitchen uses. There are three (3) Roof penetrations within a provided curb to accommodate the concessions within the food court area. Cutting and patching must be performed by only City's authorized roofing contractor to ensure warranty:

- Terminal A - American Roofing
- Terminal B - Fifth Wall Roofing

The Contractor is to contact Properties and Concessions Management Office for additional information.

4.21. Close-Out Requirements

Properties and Concession Management, Aviation Planning and Development and the Contractor will walk the space a minimum of 2 weeks prior to opening, to determine last remaining items to address. This punch list will be monitored until completed. Punch items to be completed in 30 days.

All such construction shall be completed free and clear of all liens, encumbrances and security instruments. If any mechanic's, material means' or other lien is filed against the Premises, the Terminal, the Airport, the City or any interest in this Lease Agreement as a result of any work or act of Tenant and/or Contractor, Tenant shall fully and completely discharge the lien and have it released from record by payment or posting a bond within 20 days after the filing and subject to consequences as defined in the Lease Agreement.

Prior to opening: Contractor shall also deliver to Properties and Concession Manager a copy of the Certificate of Occupancy with respect to the premises.

Within 60 days after opening for business in the Premises, Contractor shall:

1. From the contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Contractor(s) shall be required by Contractor in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the City, or the Tenant occupying the Premises;
2. All required manufacturers' guarantees, maintenance manuals and other pertinent documents; preventative maintenance program details and schedule;

3. One (1) set of "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (CADD) drawings, on CD duly certified by a Texas registered architect or registered engineer, no later than 60 days after opening for business in the Premises;
4. Executed copies of all mechanics lien waivers and/or releases or other lien waivers and/or releases on account of contractors work, notarized and unconditional, in such form as COSA shall have reasonable approved along with an architect's certification that the Premises have been constructed in accordance with the approved Final Drawings and are fully complete in accordance with all of Such requirements specified or reference herein;
5. Statements of the total construction costs incurred by Contractor which is certified by a responsible officer of Contractor as correct together with copies of all supporting documentation required by the City under the Agreement with the City including copies of paid invoices;
6. Certified construction cost reports;
7. All SAT security badges;

4.22. Construction Deposit

A construction deposit of \$5,000.00 will be required from Tenant's general contractor for each space being constructed and shall not be released by COSA until after satisfactory completion of:

1. All requirements of this Specifications Manual;
2. Approval by the COSA's on-site construction supervision personnel or their designee, specifying that all of Contractor's work has been completed and accepted by COSA; and
3. Receipt by COSA of all construction related close-out project documentation required by the Agreement and the CPA process or otherwise required by COSA;

The deposit shall be in the form of a cashier's check made payable to the "City of San Antonio" and due on the day of the pre-construction meeting.

City of San Antonio (COSA) will retain the security deposit until all items are completed and submitted as required by the lease in the "closing documents".

4.23. General Construction Documents and Miscellaneous Items

a. Close Out Documents

The Tenant Contractor must provide the following information to the On-Site Tenant Coordinator within ten business days from the opening of the location. Return of the security deposit will be conditioned upon receipt of the following:

1. As-Builts of the Lease Space - CADD CD
2. Certified Construction Cost Reports
3. Certificate of Occupancy (within 30 Days)
4. Lien Waivers
5. Completed Aviation Punch list
6. All SAT Security Badge Returned
7. Texas Department of Licensing and Regulation (TDLR) inspection

b. General Health & Safety

The Tenant Contractor will at all times conform and comply with all local, state and Federal agencies including but not limited to: OSHA, Federal Aviation Administration, City of San Antonio, and Texas Department of Labor. At no time will any construction related activity jeopardize the safety of any employee, passenger, patron, etc. of SAT. In the event that multiple agencies claim jurisdiction, the most stringent regulations will take precedent.

c. On-Site Health & Safety Station

The Tenant Contractor will establish and maintain an On-Site Health & Safety Station. This station will be mounted on a plywood backing affixed to the barricade framing. This Station will consist of the following:

1. First Aid Kit
2. Eye Wash Station
3. ABC Fire Extinguisher with a current inspection.
4. Emergency Phone Number List
5. Contractor Health & Safety Plan (includes MSDS)
6. Terminal Floor plan showing nearest fire exits.

d. Personal Protective Equipment

Tenant Contractor to provide all personal protective equipment in accordance with OSHA 29 CFR 1926.95, 96,.100,.101,.102,.103,.104,.105

e. Welding

In order to be able to field weld, the following criteria must be met and maintained for the duration of all welding procedures:

7. Submit to the Concessions Division "Welding Request Notice" at least three days in advance.
8. Submit to Concessions Division all Welding Certificates and Licenses.
9. Submit Fire Sprinkler Shut Down Notice (if applicable) to Concessions Division at least five days in advance.

10. Provide all fire watches required and all fire extinguishers and fire blankets.
11. Use and maintain all required personal protective equipment
12. Maintain a firewatch for the duration of the welding
13. Properly secure all gas bottles. Extra gas bottles are not to be stored inside the Terminal. All gas bottle storage, handling, transporting and usage must comply with OSHA 29 CFR 1926.350
14. No welding in public view (storefronts included) may take place from 5:00 a.m. till 11:00 p.m.
15. All welding procedures are to be in compliance with all City and Airport guidelines and OSHA 29 CFR 1926.102(b), .350-.354, .406(c)
16. All arc welding machines are to be approved for use prior to welding.
17. Notify Airport Communications, Airport Operation and Airport Fire Rescue Captain prior to starting work.

f. Fire Sprinkler Shut Downs (if Applicable)

Due to the large number of agencies that need to be notified of a sprinkler shut down; submit to the Concession Manager a Fire Sprinkler Shut down Notification at least three (3) business days in advance. Contractor is responsible for all fire watches and emergency equipment (fire extinguishers, fire blankets, etc). The Contractor will be charged for any cost associated with a Fire Sprinkler Shut Down as determined by City of San Antonio (COSA).

If the existing Fire Sprinkler System is modified Airport Fire and Safety Division must be notified prior to commencing any work, a hydrostatic test may be required prior to energizing the system. The Tenant Contractor will be informed of the hydrostatic test as required.

g. Mechanical/Electrical Shutdowns

In the event that the Contractor requires a Mechanical/Electrical Shutdown, submit a Mechanical Shutdown Notice form to the Concession Manager at least three (3) business days in advance. If the Contractor needs to access any Operations level Mechanical Room, all workers must have security badges and escort by the Airport Police or an Aviation Department representative.

h. Drug Free Work Place

Airport is a drug free work place. Alcohol is also prohibited while working.

i. Smoking

There is no smoking anywhere inside the Terminals or on the AOA. Designated smoking areas outside the concourse are labeled as such. Anyone violating this rule will be removed from the premises and replaced.

j. Escorts

When an escort is required, the escort is responsible for any and all violations that are caused by those with the escort. Those assigned to an escort must remain with the escort at all times. All escorts will be arranged through the On Site Tenant Coordinator.

k. Gas Powered Equipment

No gas, diesel or propane powered equipment will be permitted,

l. Lasers

All lasers are to be operated in a safe manner by trained tradesmen. At no time will a laser be used in the common areas or in such a manner as the laser emits out to the common area. All signage and personal protective equipment will be required as OSHA 29 CFR 1926.102(b)(2)

m. Powder Actuated Tools

All powder or explosive charge activated tools are to be operated by persons that are properly and currently trained and qualified to operate that particular tool. All tools are to be used and handled as per OSHA 29 CFR 1926.302(e)

Pre-Construction Meeting Agenda

Project: _____

Name of Contractor: _____

Project Manager: _____

On-site Superintendent: _____

Date: _____

1. Introduction
2. Pre-Construction Requirements
 - a. Insurance certificate
 - b. Security Deposit from GC (\$5,000 cashier's check payable to City of San Antonio.)
 - c. Performance & Payment Bond (for total amount of construction contract costs for: fixed improvements: naming the City as additional insured
 - d. Building Permit and all trade permits
 - e. Emergency Contact List/Medical Locations
 - f. List of Sub Contractors
 - g. Contractors Project Schedule:
 - h. Material Safety Data Sheets (MSDS) for products used
 - i. Electrical, Plumbing & HVAC Licenses
3. Security, Badging and Safety Procedures
 - a. Badging and Safety Access Requirements
 - b. Storage of Tools & Equipment
 - c. Construction Barricade, Keys & locks
 - d. Delivery Procedures
 - e. Contractor/Sub-contractor Parking
 - f. Dumpster location
 - g. Use of PPE, Ladder Safety, Notify Facility Maintenance of Lock out tag out
4. Interruptions to Existing Facilities
 - a. Debris Removal
 - b. Welding (permit required)
 - c. Dust, Noise, Odor control
 - d. Hours of Operation
5. Progress Reports Coordination of Shutdowns & Misc. items
 - a. Progress Reports
 - b. Coordination of Shutdown & Misc. items
 - c. Written Progress Reports
6. Punch List
 - a. Scheduling - Minimum 2 Week before turnover
 - b. Space to be free and clear of construction activity and equipment allowing for full access. Must be in opening day condition
7. Close-out Documents
 - a. Lien wavers, proof of payment
 - b. Cost Certification Sheet
 - c. Deposit return

8. Drug Free Workplace - No Smoking Ordinance
9. Questions?

SECTION 5 – STRUCTURED CABLING INFRASTRUCTURE GUIDELINES**PART 1 - DOCUMENT PURPOSE**

- 1.1 The City of San Antonio Structured Cabling Infrastructure Standard is a guideline for structured cabling infrastructure and the associated spaces to be applied by the design team for new or renovated facilities. Information herein is applicable to the Technology Consultant, Architect, MEP, and contractors, and shall be taken into account for each project by all team members.
 - A. The standards set forth parameters for the technical system in addition to the site and building requirements to facilitate a properly-installed standards-compliant structured cable system, organized as follows ;
 1. Telecommunications Spaces; Architectural, HVAC, Power, Entrance Pathways and Conduits
 2. System Requirements; Cable Management in Telecommunications Spaces, Cable Support in Pathways, Backbone Cabling, Horizontal Cabling, Grounding, Labeling, Testing, and As-Built Documentation.
 3. Telecommunications Diagrams
- 1.2 The standard addresses infrastructure for typical buildings and is not intended for the design of data centers or specialty facilities, of which should be considered on a case-by-case basis.
- 1.3 Designers shall not deviate from this standard without explicit written approval from the City of San Antonio Information Technology Services Department.
- 1.4 Any deviations shall immediately be brought to the attention of the owner's representative in writing for resolution.
- 1.5 Where specific product brands are mentioned, an equivalent will be considered following an official submission of product literature and written acceptance by the City of San Antonio Information Technology Services Department.
- 1.6 Where means, methods, and best practices are mentioned, contractor shall follow the manufacturers' and owner's requirements, industry standards, or code, whichever is most stringent.
- 1.7 Basic contractor qualifications are set forth, but may be made more stringent as

applicable to each project based upon size and scope.

- 1.8 A Division 27 specification and T-Series drawings for the Structured Cabling System shall be commissioned and issued by the Architect during the design phases for each facility or project.

PART 2 - DOCUMENT HISTORY

- 2.1 This document supersedes all previous standards which have been fully reevaluated and described herein by the City of San Antonio Information Technology Services Department.
- 2.2 The contents of the standards were derived by the assembly and input from the City of San Antonio Information Technology Services Department.

PART 3 - INDUSTRY STANDARDS

- 3.1. The following industry standards shall be adhered to unless specifically directed otherwise by the City of San Antonio Information technology Services Department. The list is not all-inclusive and does not alleviate compliance with the latest applicable standards, codes, and best practices:
 - A. TIA-568-C.O Generic Telecommunications Cabling for Customer Premises
 - B. TIA-568-C.1 Commercial Building Telecommunication Cabling Standards - Part 1 General Requirements (2008)
 - C. TIA-568-C .2 Balanced Twisted-Pair Telecommunications Cabling and Components Standard (2009)
 - D. TIA-568-C.3 Optical Fiber Cabling Components Standard (2009)
 - E. TIA-569-B Commercial Building Standard for Telecommunications Pathways and Spaces - (October 2004)
 - F. TIA-598-C Optical Fiber Cable Color Coding - (January 2005)
 - G. TIA/EIA-606-B Administration Standard for Commercial Telecommunications Infrastructure - (May 2012)
 - H. ANSI J-STD-607-8 Commercial Building Grounding and Bonding Requirements

for Telecommunications - (October 2011)

- I. TIA-758-A Customer-Owned Outside Plant Telecommunications Infrastructure Standard - (August 2004)
- J. TIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant – OFSTP-7 - (February 2002)
- K. TIA-526-14-A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant – OFSTP-14 - (August 1998)
- L. AIA
- M. Local Building Code
- N. NEC
- O. ISO
- P. ANSI
- Q. FCC
- R. UL
- S. OSHA
- T. NFPA
- U. NEMA
- V. IFC
- W. IBC

PART 4 - CONTRACTOR QUALIFICATIONS

4.1 Contractor and staff shall be a current authorized Panduit Certified Installers and certified by Panduit to provide and furnish a 20-year performance warranty for structured cabling and connectivity components.

4.2 Contractor and staff shall possess relevant past-experience and references for a

minimum of (5) projects of similar size and scope to that of the City of San Antonio.

- 4.3 Contractor's Project Manager shall be a RCDD in good standing and shall provide Certificate.
- 4.4 Contractor shall have a local office within a 75-mile radius of the project site
- 4.5 Sub-contractors to the primary structured cabling contractor shall meet the same requirements for the primary structured cabling contractor as identified above.

PART 5 - WARRANTY ON PARTS AND LABOR.

- 5.1 The contractor shall furnish a 20-year performance warranty from Panduit for the structured cabling and connectivity components.
- 5.2 All labor and workmanship shall carry a minimum warranty period of (1) year from the date of final system acceptance.
- 5.3 Defects in material or workmanship appearing within this period of time, shall be promptly repaired without cost to the City of San Antonio.

PART 6 - NOMENCLATURE

- 6.1 Main Distribution Frame (MDF) - An environmentally controlled centralized architectural space for housing telecommunications equipment that usually serves as the demarcation point for service providers, and houses the backbone terminations for cross-connection and distribution to Intermediate Distribution Frames.
- 6.2 Intermediate Distribution Frames (IDF) - An environmentally controlled architectural space for housing telecommunications equipment and backbone terminations for cross-connection and distribution to the MDF and end-user workstations.

PART 7 - CITY INFRASTRUCTURE STANDARDS

5.1. Telecommunications Spaces

A. Main Distribution Frame (MDF)

1. Description

- a. The MDF is a telecommunications space that serves a building or multi-building facility or campus. There is only (1) on each campus.
 - b. The MDF houses the entrance conduits, terminations, and cross connections for all incoming inter-building backbone cabling from the IDFs in other buildings on the campus and the intra-building backbone cabling from the IDFs in the building in which it resides, and cross-connects to user workstations .
 - c. Wall and floor space shall be reserved for service provider demarcation equipment and incoming infrastructure terminations.
 - d. Campus distribution network equipment, servers, and other centralized telecommunications related equipment will reside in the MDF.
 - e. The MDF may share space with other systems such as security panels, paging systems, and CATV cabling. Space allocation for other systems shall be coordinated with the applicable disciplines after approval from the City of San Antonio Information Technology Service Department. All coordination shall be completed prior to installation.
 - f. Fire alarm panels and building control panels shall not be located inside the MDF. Space allocation for these systems needs to occur outside of the MDF.
 - g. The MDF shall not be used for storage, serve as a mechanical or electrical distribution space, nor shall it have within its space main electrical feeds, electrical switch gear, transformers, and water or sprinkler main lines.
 - h. The layout of cabinets, equipment racks, wall fields, and cable management shall be as indicated on the attached diagrams.
2. Architectural Requirements
- a. The MDF shall be a minimum of 150 square feet with minimum clear lineal walls of at least 10 feet by 15 feet. The size of the MDF shall be coordinated with and approved by the City of San Antonio Information Technology Services Department during the design.
 - b. All walls inside the MDF shall go to deck. When walls are drywall they

shall be double layered drywall on both sides to help reduce the risk of unauthorized entry.

- c. The MDF Room shall be centrally located.
- d. The floor finish shall be sealed bare concrete or VCT.
- e. The MDF shall not contain windows.
- f. The MDF shall not be located adjacent to or below restrooms or other water-based facilities, or sources of EMI and mechanical vibration.
- g. All walls shall be covered with 4-foot x 8-foot x $\frac{1}{2}$ -inch AC Grade Void Free Fire Retardant Plywood, aligned vertically starting at 12 inches above the finished floor. The plywood shall be installed with the "A" grade side exposed and the "C" grade side against the building or structure. The plywood shall be painted with two coats of fire retardant paint and one stamp from each sheet shall be masked during the painting and uncovered after the paint has dried so the fire rated plywood stamps are visible for inspection.
- h. The minimum ceiling height shall be 9-feet above finished floor with the following preferences of finishes.
 - 1) No ceiling is the preferred finish
 - 2) Hard ceiling is acceptable if leaving open to structure is not possible.
 - 3) The last alternative is a lift-out ceiling. If a lift-out ceiling tile is required this shall be coordinated and approved by the City of San Antonio Information Technology Services Department during the design process. If this option is approved it is recommended the ceiling height inside the MDF room be higher than the ceiling height in the corridor outside the MDF so the cables entering into the MDF do not have to pass through the lift-out ceiling inside the MDF room.
- i. Entry to the space shall be through a minimum 36-inch by 80-inch clear door opening that swings outward. Door shall be solid core or steel and shall not have any windows. The door shall securely lock and access shall only be by City of San Antonio Information Technology Services Department-approved personnel. The door shall open to an

interior hallway or space; it is not recommended the door open to the exterior of the building.

- j. The MDF door shall be equipped with a minimum of a City of San Antonio Information Technology Services Department approved cipher lock. When an access control security system is available, the entrance to the MDF shall be equipped with a card reader and electrified door hardware.
- k. Fire suppression for the MDF shall be determined by the specific code requirements for the fire protection scheme of the overall building. If a fire suppression system is designed, it shall be designed to avoid running distribution over the MDF equipment cabinets, racks and equipment.

3. HVAC Requirements

- a. The MDF shall be serviced by a dedicated unit that is part of the building's main system and be equipped with a Split DX system through the wall above the door which cools only when the building HVAC is inadequate or not running. The unit shall maintain a constant 24/7 cooled environment between 68° and 77° F with relative humidity of 40% - 55%.
- b. Changes in temperature and humidity shall be kept to around 1 percent.
- c. The minimum HVAC load shall be designed to displace 12KW of power, or 3.5 Tons, and shall be coordinated with the City of San Antonio Information Technology Services Department during the design and designed to load if the known load is greater at the time of design.
- d. It is recommended the MDF maintain the stated temperature and humidity in the event of building power outages or primary HVAC system failure.
- e. Air delivery shall be aligned in the front of the equipment rows and returns at the rear of the equipment rows when possible.
- f. HVAC sensors and controls shall be located in the MDF at 5-ft AFF.
- g. A hard-wired wall mounted thermostat shall be located inside the MDF

Room.

- h. HVAC systems shall be alarmed for power loss, high and low temperature, high and low humidity, smoke detection, compression failures and water flooding.
- i. A simplex data drop shall be installed within 12 inches of the unit so it can be incorporated into the Building Automation System (BAS).

4. Lighting Requirements

- a. Florescent light fixtures shall be at least 24 inches above the top of the highest cabinet, rack or cable runway (approximately 84 inches), 36 inches is recommended.
- b. Lighting shall be a minimum of 50 foot candles at 2 feet above the floor in the entire space.
- c. The MDF shall be equipped with emergency lighting to keep the space lit during power outages.

5. Power Requirements

- a. All electrical service outlets shall be labeled with the associated panel and circuit information.
- b. Power shall be in two categories: dedicated and convenience.
- c. Dedicated
 - 1) The MDF shall be equipped with a minimum of (2) dedicated 208 VAC 20 amp electrical circuits terminated in separate J- boxes and (1) dedicated 120 VAC 20 Amp circuit mounted above each equipment cabinet or rack.
 - a) The (2) 208 VAC J-boxes shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA L6-20R receptacle on the end.
 - b) The (1) 120 VAC J-box shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA 5-20R receptacle on

the end.

- c) The originating electrical panel shall be properly sized for the loads calculated and shall be located in the nearest Electrical Room.
 - 2) Additional power circuits to be allocated to security, paging CATV, and service provider equipment shall be considered and coordinated at the time of building design.
 - 3) Power distribution to the cabinets shall be achieved by installing rack mounted PDUs.
- d. Convenience
- 1) The MDF shall be equipped with 120 volt 20 Amp duplex NEMA 5-20R receptacles, with maximum (3) receptacles on each circuit. The originating electrical panel shall be equipped with a 20 Amp breaker per circuit.
 - 2) A duplex receptacle shall be spaced at least 1 foot from an adjacent wall and every 6 feet thereafter. A minimum of (1) duplex receptacle shall be placed in each wall and be flush mounted to the finished wall surface at 18 inches above finished floor.

6. Equipment Cabinets / Racks and Cable Management Requirements

- a. The MDF shall be equipped with a minimum (2) equipment cabinets or equipment racks. Coordination with and approval by City of San Antonio Information Technology Services Department during the design is required to determine with equipment cabinets or equipment racks shall be utilized.
- b. The MDF shall be equipped with cable runway encircling the room at 84-86 inches above the finished floor, and crossing the room above the equipment cabinets or racks (1) time.
 - 1) Cable runway shall not be secured to the top of the equipment cabinets.
 - 2) A vertical section of cable runway shall be attached to the wall board to manage backbone and service provider cables as they transition from the entrance conduits to the overhead cable

runway.

B. Intermediate Distribution Frame (IDF)

1. Description

- a. An IDF is a telecommunications space that resides in each building that requires more than a single telecommunications space from which to terminate horizontal workstation cables. There may be multiple IDFs in each building as required to maintain horizontal cable distances of 295 feet for the permanent link.
- b. An IDF houses the terminations and cross connections for the intra or inter-building cabling from the MDF and the horizontal user workstation cabling in the area of the building that it serves.
- c. Building workstation access network equipment will reside in the IDF.
- d. The IDF may share space with other systems such as security panels and paging systems. Space allocation for other systems shall be coordinated with the applicable disciplines.
- e. Fire alarm panels and building control panels shall not be located inside the IDF. Space allocation for these systems needs to occur outside of the IDF.
- f. The IDF shall not be used for storage, serve as a mechanical or electrical distribution space, nor shall it have within its space main electrical feeds, electrical switch gear, transformers, water or main sprinkler lines.
- g. The layout of cabinets, equipment racks, wall fields, and cable management shall be as indicated on the attached diagrams.

2. Architectural Requirements

- a. The IDF shall be a minimum of 100 square feet with minimum clear lineal wall lengths of at least 10 feet by 10 feet.
- b. All walls shall go to deck. When walls are drywall they shall be double layered drywall on both sides to help reduce the risk of unauthorized entry.

- c. The floor finish shall be sealed bare concrete or VCT.
- d. The IDF shall not contain windows.
- e. IDFs shall be arranged in a stacked formation in multi-story buildings, and not be located next to or below restrooms or other water-based facilities, or sources of EMI and mechanical vibration.
- f. All walls shall be covered with 4-feet x 8-feet x $\frac{1}{2}$ -inch AC Grade Void Free Fire Retardant Plywood, aligned vertically starting at 12 inches above the finished floor. The plywood shall be installed with the "A" grade side exposed and the "C" grade side against the building or structure. The plywood shall be painted with two coats of fire retardant paint and one stamp from each sheet shall be masked during the painting and uncovered after the paint has dried so the fire rated plywood stamps are visible for inspection.
- g. The minimum ceiling height shall be 9 feet above finished floor with the following preferences of finishes.
 - 1) No ceiling is the preferred finish
 - 2) Hard ceiling is acceptable if leaving open to structure is not possible.
 - 3) The last alternative is a lift-out ceiling. If a lift-out ceiling tile is required this shall be coordinated and approved by the City of San Antonio Information Technology Services Department during the design process. If this option is approved it is recommended the ceiling height inside the MDF room be higher than the ceiling height in the corridor outside the MDF so the cables entering into the MDF do not have to pass through the lift-out ceiling inside the MDF room.
- h. Entry to the space shall be through a minimum 36-inch by 80-inch clear door opening that swings outward. Door shall be solid core or steel and shall not have any windows. The door shall securely lock and access shall only be by City of San Antonio Information Technology Services Department-approved personnel. The door shall open to an interior hallway or space; it is not recommended the door open to the exterior of the building.
- i. The IDF door shall be equipped with a minimum of a City of San

Antonio Information Technology Services Department approved cipher lock. When an access control security system is available, the entrance to the IDF shall be equipped with a card reader and electrified door hardware.

- j. Fire suppression for the IDF shall be determined by the specific code requirements for the fire protection scheme of the overall building. If a fire suppression system is designed, it shall be designed to avoid running distribution over the IDF equipment cabinets, racks and equipment.

3. HVAC Requirements

- a. The IOF shall be serviced by a dedicated unit that is part of the building's main system and be equipped with Split DX system through the wall above the door which cools only when the building HVAC is inadequate or not running. The unit shall maintain a constant 24/7 cooled environment between 68° and 77° F with relative humidity of 40% - 55%.
- b. Changes in temperature and humidity shall be kept to around 1 percent.
- c. The minimum HVAC load shall be designed to displace 4KW of power, or 1 Ton, and shall be coordinate with the City of San Antonio Information technology Services Department and designed to load if the load is greater and known at the time of design.
- d. It is recommended that the IDF maintain the stated temperature and humidity in the event of building power outages or primary HVAC system failure.
- e. Air delivery shall be aligned in the front of the equipment rows and returns at the rear of the equipment rows.
- f. HVAC sensors and controls shall be located in the IDF at 5-ft AFF.
- g. A hard-wired wall mounted thermostat shall be located inside the IDF Room.
- h. HVAC systems shall be alarmed for power loss, high and low temperature, high and low humidity, smoke detection, compression failures and water flooding.

- i. A simplex data drop shall be installed within 12 inches of the unit so it can be incorporated into the Building Automation System (BAS).

4. Lighting Requirements

- a. Florescent light fixtures shall be at least 24 inches above the top of the highest cabinet, rack or cable runway, 36 inches is recommended.
- b. Lighting shall be a minimum of 50 foot candles at 2 feet above the floor in the entire space.
- c. The IDF shall be equipped with emergency lighting to keep the space lit during power outages.

5. Power Requirements

- a. All electrical service outlets shall be labeled with the associated panel and circuit information.
- b. Power for the IDF shall be in two categories: dedicated and convenience.
- c. Dedicated
 - 1) The IDF shall be equipped with a minimum of (2) dedicated 208 VAC 20 amp electrical circuits terminated in separate J-boxes and (1) dedicated 120 VAC 20 Amp circuit mounted above each equipment cabinet or rack.
 - a) The (2) 208 VAC J-boxes shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA L6-20 R receptacle on the end.
 - b) The (1) 120 VAC J-box shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA 5-20 R receptacle on the end.
 - c) The originating electrical panel shall be properly sized for the loads calculated and shall be located in the nearest Electrical Room.

- 2) Additional power circuits to be allocated to security, paging, and service provider equipment shall be considered and coordinated at the time of building design.
- 3) Power distribution to the cabinets shall be achieved by installing rack mounted PDUs.

d. Convenience

- 1) The IDF shall be equipped with 20 Amp duplex NEMA 5-20R receptacles, with maximum (3) receptacles on each circuit. The originating electrical panel shall be equipped with a 20 Amp breaker per circuit.
- 2) A duplex receptacle shall be spaced at least 1 foot from an adjacent wall and every 6 feet thereafter. A minimum of (1) duplex receptacle shall be placed in each wall and be flush mounted to the finished wall surface at 18 inches above finished

6. Equipment Cabinets / Racks and Cable Management Requirements

- a. The IDF shall be equipped with a minimum (2) equipment cabinets or equipment racks. Coordination with and approval by City of San Antonio Information Technology Services Department during the design is required to determine with equipment cabinets or equipment racks shall be utilized.
- b. The IDF shall be equipped with cable runway encircling the room at 84-86 inches above the finished floor, and crossing the room above the equipment cabinets or racks (1) time.
 - 1) Cable runway shall not attach to the top of the equipment cabinets.
 - 2) A vertical section of cable runway shall be attached to the wall board to manage backbone and service provider cables as they transition from the entrance conduits to the overhead cable runway.

5.2. Entrance Pathways and Conduits

A. Design Principles

1. Pathways and conduits are described herein with regard to capacity, function,

and basic design principles and shall be designed by the MEP in accordance with NEC and EIA/TIA-758, Customer-Owned Outside Plant Telecommunications Cabling.

2. Telecommunications Conduit Systems shall:
 - a. Be Schedule 80 when placed under ground.
 - b. Contain a minimum of (3) 3-inch 3-Cell Maxcell fabric innerducts inside each conduit. Coordination with and approval by the City of San Antonio Information Services Technology Department is required to determine the exact quantity and size of the Maxcell innerducts inside each conduit.
 - c. Contain no more than the equivalent of (2) 90 degree bends between pull boxes.
 - d. Maintain a minimum bend radius of 10 times the diameter of the conduit.
 - e. Not exceed 40 percent fill ratio.
 - f. Be placed at a minimum depth of 36-inches from the top of the conduit to the finished grade with 3-inches of compacted sand above and below the buried conduit and an orange metallic tracer warning tape stenciled "TELECOMMUNICATIONS" 12 inches below grade throughout the entire pathway.
 - g. Be interrupted by an adequately sized manhole or pull box at least every 600 feet for sections containing up to (1) 90 degree of bend, and at least every 350 feet for sections with the equivalent of (2) 90 degree bends.
 - 1) Manholes and pull boxes shall be of adequate depth for conduits to enter from the side of the pull box and not be required to sweep up into the bottom of box.
 - 2) Manholes shall have a minimum size of 12 feet long 6 feet wide and 7 feet high.
 - 3) Pull boxes shall be a minimum of 24 inches wide, 48 inches long and 30 inches tall.
 - 4) All accessories such as racking, grounding and bonding, ladders and ancillary equipment shall be provided

- 5) All covers shall be stenciled with "COSA COMMUNICATIONS".
- 6) Manholes and pull boxes shall be designed to ensure proper construction types and load ratings (i.e., traffic bearing) are observed and utilized based on the location of the pull boxes.
- h. Stub up into the MDF and/or IDF at 4-inches above the finished floor, no more than 2 inches from the finished wall and installed parallel to the finished wall.
- i. Contain a marked pulling tape with 1800 lbs tension strength, be fitted with bushings, and sealed appropriately at both ends.

B. Service Provider Conduits

- 1. Minimum of (4) 4-inch conduits shall route underground from the MDF to the edge of the property Right of Way and terminate as required by the service provider(s). Additional conduits shall be added as required.
- 2. Manholes and pull boxes shall be utilized as required for an ANSI, TIA and BICSI compliant conduit distribution system. The conduit, pull boxes/manholes sizing and construction shall be coordinated with the City of San Antonio Information Technology Service Department and the applicable service provider on a project by project basis.
- 3. Where the service provider termination location is unidentified at the time of design, the conduits shall route from the MDF to an adequately- sized pull box or manhole at least 30 feet from the building edge.

C. Campus Serving Conduits

- 1. Minimum of (2) 4-inch conduits shall route underground from the MDF to the IDF on the first floor of each additional building on the campus. Additional conduits shall be added as required if fill capacity exceeds 40 percent.
- 2. Manholes and pull boxes shall be utilized as required for an ANSI, TIA and BICSI compliant conduit distribution system. The conduit, pull boxes/manholes sizing and construction shall be coordinated with the City of San Antonio Information Technology Service Department and the applicable service provider on a project by project basis.
- 3. Where only the first building of a campus is being designed, (2) 4-inch conduits for each additional future building shall route from the MDF to an

adequately-sized manhole or pull box at least 30 feet from the building edge.

D. Building Entrance for Large Campus

1. For large campuses, the MEP and Structural Engineer shall consider a conduit entrance vault as part of the MDF sub floor.

5.3. Cable Management In Telecommunications Spaces

A. Equipment Cabinets / Equipment Racks

1. Coordination with and approval by City of San Antonio Information Technology Services Department during the design is required to determine with equipment cabinets or equipment racks shall be utilized.
2. Cabinets and racks shall be black aluminum Standard Equipment Cabinets and Racks with EIA 19-inch rails, 84-inch (45 RMU) overall height and rack mount unit markings engraved on the rails.
3. All cabinets and racks shall be equipped with horizontal and vertical cable management as indicated in Exhibit 1.
4. Racks shall be bolted to the concrete floor and to the overhead cable runway utilizing manufacturer-recommended hardware and methods.

B. Overhead Cable Management

1. Overhead Cable Management shall be a Universal Cable Runway made of 3/8" x 1-1/2" x .065" wall rectangular steel tubing with cross members welded at 12-inch intervals.
 - a. MDFs shall be provided with a minimum of 18-inch wide Universal Cable Runway.
 - b. IDFs shall be provided with a minimum of 12-inch wide Universal Cable Runway.
 - c. Universal Cable Runway shall encircle the MDF or IDF room at 84-86 inches above the finished floor, and crossing the room above the equipment cabinets or racks (1) time.
 - d. The appropriate Radius Drop shall be installed over the racks or cabinets to provide the proper support for the cabling leaving the Runway and entering the rack/cabinet.

- e. Universal Cable Runway shall be installed utilizing appropriate hardware to support, join, or attach sections to structures, and shall be supported at a minimum of 5 foot intervals.
- f. A vertical section of cable runway shall be attached to the wall board to manage backbone and service provider cables as they transition from the entrance conduits to the overhead cable runway.
- g. Universal Cable Runway shall not attach to the full sized equipment cabinets.

5.4. Cable Support in Pathways

A. Main Cable Pathway

1. Main cable pathway shall be wire-basket cable tray with the cables exiting the cable tray supported utilizing j-hooks installed a minimum of every 4-5 feet on center. J-hooks shall be installed utilizing appropriate hardware to support, join and attach j-hooks to structures.
2. Cable tray and J-hook sizing and quantity shall be scaled to the application not to exceed 40 percent fill ratio.
3. A separate j-hook shall be provided for each media type:
 - a. Backbone Fiber
 - b. Backbone Copper
 - c. Horizontal Data
 - d. Horizontal Wireless
 - e. Horizontal Audio Visual
 - f. Horizontal Security

B. Sleeves and Penetrations

1. Sleeves and penetrations are described herein with regard to capacity, function, and basic design principles and shall be designed in accordance with NEC and EIA/TIA-569-B, Commercial Building Standard for

Telecommunications Pathways and Spaces.

2. All sleeves shall be equipped with nylon bushings.
 3. All sleeves and penetrations shall be properly fire-stopped to meet local code and to return the wall, floor or structure, back to its original rating.
 4. Scale the quantity of sleeves to maintain a 40 percent fill ratio in each sleeve.
 5. Above MDF and IDFs install minimum of (4) 4-inch EMT sleeves through the partition wall between the MDF and/or IDF overhead space and the main cabling pathway.
 6. Between directly aligned vertically stacked MDF and IDFs install minimum of (3) 4" EMT sleeves through the floor of the upper IDF.
 7. Between skewed MDF and IDFs on adjacent floors, install minimum of (3) 4" EMT sleeves through the floor of the upper IDF into the accessible ceiling space below and utilize main cabling pathway to route cabling into the IDF or MDF on the lower floor.
- C. Workstation Rough-ins and local power (Typ.)
1. At each flush wall-mounted workstation location, install a 4 11/16 inch by 4 11/16 inch by 2-1/8 inch double-gang back box with double-gang mud ring at 18 inches above the finished floor and at appropriate height for wall mounted phones and above-counter and millwork locations.
 - a. Install a minimum of (1) 1-inch conduit from the double-gang box to above accessible ceiling in the room where double-gang box is located. If ceiling is not accessible, install conduit to nearest accessible ceiling.
 - b. Conduit shall not exceed the 40 percent fill ratio.
 - c. Terminate the conduit above accessible ceiling and install nylon bushing and pull string.
 - 1) Conduit shall be installed in accordance with EIA/IFA-569-B, contain no more than the equivalent of (2) 90 degree bends and/or 98.4 feet between pull boxes, and maintain a bend radius of 6 times the diameter of the conduit.
 2. At locations where the workstation outlets cannot be installed flush in the wall,

- a Panduit Surface Mounted Raceway that is appropriately sized and designed to meet the specific requirements shall be provided.
- a. When power is provided in the surface mounted raceway a dual- channel surface mounted raceway shall be provided to separate the power from the structured cabling.
 - b. The use of surface mounted raceway shall only be considered when no option is available to install the workstation outlets flush in the wall and shall be approved by the City of San Antonio Information Technology Service Department during the design or prior to installation.
3. At floor-mounted workstation locations, install a floor box or poke-thru specifically designed for the application and environment adequately sized to accommodate the quantity of installed horizontal data cables.
- a. Install a minimum of a (1) 1-inch conduit for every (6) cables from the floor box to above accessible ceiling.
 - b. Conduit shall not exceed the 40 percent fill ratio.
4. For modular furniture workstations, a rough-in pathway shall be considered and designed according to the furniture type, quantity of cables, and location as required for each furniture system.
- a. The use of power poles shall be considered only on a case-by-case basis.
5. For ceiling-mounted outlets above accessible ceiling such as Wireless Access Points or IP Cameras, no rough-in is required. The data cable will terminate into a surface-mount box secured to the structure above the accessible ceiling.
6. The electrical engineer shall design at a minimum (1) quad NEMA 5- 15R receptacle within 12" of each workstation outlet location.

5.5. Backbone Cabling

A. Service Provider Demarc

1. The service provider demarc shall be located inside the MDF when feasible.
 - a. For all new construction, the service provider demarc shall be located inside the MDF. The service provider demarc location and requirements

shall be coordinated with City of San Antonio Information Technology Services Department.

- b. For renovation projects where the service provider demarc is not currently located inside the MDF but is required to be relocated because of the renovation, the service provider demarc shall be relocated to the MDF. The service provider demarc location and requirements shall be coordinated with City of San Antonio Information Technology Services Department.
- c. For renovation projects where the service provider demarc is not currently located inside the MDF and is not required to be relocated because of the renovation, the service provider demarc shall be extended to the MDF via copper and/or fiber as required. The service provider demarc location and requirements shall be coordinated with City of San Antonio Information Technology Services Department.

B. Inter-building Backbone Cabling (Campus)

1. Permanent Structures

a. Copper

- 1) Inter-building Backbone Copper Cabling shall be Category 3 25- pair 24 AWG flooded UTP home run from the MDF to primary IDF in each of the buildings on the campus. Provide a 10-foot service loop at both ends of each cable stored on the wall above or below the cable runway. Provide a 20-foot service loop in each manhole or pull box. Cables shall be secured with Hook- and-loop tie-wraps in the MDF or IDF.
- 2) Inter-building Backbone Copper Cabling shall terminate on UL- listed Category 3 25-pair 110 IDC in/out lightning protection panels equipped with UL-listed Category 3 5-pin solid state quick-acting protector modules. The secondary side of the panel shall be connected to a Category 3 24-Port RJ-45 rack mounted patch panel.

b. Fiber

- 1) Inter-building Backbone Fiber Optic Cabling shall be armored indoor/outdoor 48-Strand single mode home run from the MDF to the primary IDF in each of the buildings on the campus and dressed with fan-out kits as required. Provide a 10-foot service loop at both ends of

each cable stored on the wall above or below the cable runway. Provide a 20-foot service loop in each manhole or pull box. Cables shall be secured with Hook-and-loop tie-wraps in the MDF or IDF.

- 2) All fiber optic terminations shall be fusion spliced to factory provided "pig-tail" LC terminated cables.

C. Intra-building Backbone Cabling

1. Copper

- a. Intra-building Backbone Copper Cabling shall be Category 3 25-pair plenum rated 24 AWG UTP home run from the MDF to each of the IDFs in the building. Provide a 10-foot service loop at both ends of each cable stored on the wall above or below the cable runway. Cables shall be secured with Hook-and-loop tie-wraps in the MDF or IDF.
- b. Intra-building Backbone Copper Cabling shall terminate on a Category 3 24-Port RJ-45 rack mounted patch panel.

2. Fiber

- a. Intra-building Backbone Fiber Optic Cabling shall be armored plenum rated 24-Strand single mode from the MDF to each of the IDFs in the building. Provide a 10-foot service loop at both ends of each cable stored on the wall above or below the cable runway. Cables shall be secured with Hook-and-loop tie-wraps in the MDF or IDF and in the cable runway.
- b. All fiber optic terminations shall be fusion spliced to factory provided "pig-tail" LC terminated cables.

5.6. Horizontal Cabling

A. Workstation Cable

1. Horizontal Data Cabling shall be Category 6 UTP, minimum factory sweep tested to 350 MHz, plenum rated, installed from the patch panel in the MDF or IDF to the workstation location not to exceed 295 feet for the permanent link. Provide a 10' service loop in the MDF or IDF, and 1-foot of slack at the conduit stub-up above the outlet. Cable bundles shall be secured with Hook-and-loop tie-wraps.

2. At the workstation, each Category 6 cable shall be terminated in a Category 6 modular jack insert and snapped into a single or double-gang, faceplate. Jack colors are designated in Exhibit 1. Faceplates shall be equipped with designation windows for labeling and blank inserts in unused ports.
3. Wall phone workstations shall be equipped with a studded wall phone faceplate capable of accepting a modular jack insert.
4. All faceplate colors shall be coordinated with the Architect or owner at the time of installation.
5. In the MDF or IDF, each Category 6 cable shall be terminated on the back of Category 6 rack mounted patch panels which are mounted in the equipment cabinets.
6. Category 6 cable shall be terminated with the T568B sequence.

B. Workstation Configurations

1. Office Workstation

- a. Install (2) yellow Category 6 cables for data into a 6-port double-gang flush faceplate. The yellow cables shall be terminated with ivory category 6 modular jacks and placed in the first and second position in the faceplate.
 - 1) Furnish a minimum of (1) 2-port workstation on each of (2) walls in each office of approximately 100 sq. ft.
 - 2) Offices that are smaller or larger shall be designed with consideration given to the size of the office and number of personnel planned for the office.
 - 3) Modular furniture clusters shall be designed to accommodate the user requirements at the time of construction.

2. Ceiling-Mounted Projector Outlet

- a. Install (1) Purple (or Violet) Category 6 cable with 20-foot slack loop at each ceiling mounted projector location, terminated with a purple category 6 modular jack placed in a surface mounted box and secured to the building structure when mounted above the accessible ceiling.

- 1) When a Ceiling Mounted Projector outlet is installed above the accessible ceiling, a purple adhesive dot shall be attached to the ceiling grid directly below the outlet location for future identification of the outlet location.
- 2) When an accessible ceiling is not available, the designer shall coordinate with the audio/visual consultant to termination requirements.
- 3) The designer shall coordinate with the audio/visual consultant to determine quantities and locations of projectors.

3. Audio Visual Control System (Control Panel)

- a. Install (1) Purple (or Violet) Category 6 cable at each control panel location, terminated with a purple category 6 modular jack placed in a surface mounted box and secured to the building structure when mounted above the accessible ceiling .
 - 1) When an Audio Visual Control System Panel outlet is installed above the accessible ceiling, a purple adhesive dot shall be attached to the ceiling grid directly below the outlet location for future identification of the outlet location.
 - 2) When an accessible ceiling is not available, the designer shall coordinate with the audio/visual consultant to termination requirements.
 - 3) The designer shall coordinate with the audio/visual consultant to determine quantities and locations of projectors.

4. Wireless Access Point Outlet

- a. Install (1) white Category 6 cable with 20-foot slack loop at each wireless access point location, terminated with a white Category 6 modular jack placed in a surface mounted box and secured to the building structure when mounted above the accessible ceiling.
 - 1) When a Wireless Access Point outlet is installed above the accessible ceiling, a white adhesive dot shall be attached to the ceiling grid directly below the outlet location for future identification of the outlet location.
 - 2) When an accessible ceiling is not available, the outlet for the wireless access point shall be terminated in a 2-port single gang

flush mounted faceplate located 6-inches below ceiling not to exceed 12-feet above finished floor.

- 3) The designer shall coordinate with the City of San Antonio Information Technology Services Department to determine quantities and locations of wireless access points.

5. IP Camera Outlet

- a. Install (1) red Category 6 cable with 20-foot slack loop at each IP camera location, terminated on red category 6 modular jack placed in a surface mounted box and secured to the building structure when mounted above the ceiling.
 - 1) When an IP Camera workstation is installed above the accessible ceiling, a red adhesive dot shall be attached to the ceiling grid directly below the outlet location for future identification of the outlet location.
 - 2) When an accessible ceiling is not available, the outlet for the IP camera shall be terminated in a 2-port single gang flush mounted faceplate located 6-inches below the ceiling not to exceed 12-feet above finished floor.
 - 3) The designer shall coordinate with the City of San Antonio Information technology Services Department to determine quantities and locations of IP Cameras.

C. Patch Cables

1. MDF

a. Fiber Patch Cables – Duplex

- 1) In the MDF furnish to the City of San Antonio Information technology Services Department at the time of substantial completion (1) fiber optic patch cable plus 25 percent spare for each terminated strand.
- 2) Coordinate with City of San Antonio Information technology Services Department for patch cable types, connectors, lengths and colors.

b. Copper Patch Cables

- 1) In the MDF, furnish to the City of San Antonio Information Technology

Services Department at the time of final substantial completion (1) 28 AWG Category 6 modular non-booted patch cable plus 25 percent spare for each terminated cable.

- 2) Coordinate with City of San Antonio Information Technology Services Department for lengths of patch cables.
 - a) Category 6 patch cables for each end user workstation outlet terminated shall be black.
 - b) Category 6 patch cable for each audio/visual outlet terminated shall be purple.
 - c) Category 6 patch cable for each wireless access outlet terminated shall be white.
 - d) Category 6 patch cable for each IP camera outlet terminated shall be red.

2. IDF

a. Fiber Patch Cables - Duplex

1. In each IDF furnish to the City of San Antonio Information Technology Services Department owner at the time of substantial completion (1) fiber optic patch cable plus 25 percent for each terminated strand.
2. Coordinate with City of San Antonio Information technology Services Department for patch cable types, connectors, lengths and colors.

b. Copper Patch Cables

- 1) In each IDF, furnish to the owner at the time of substantial completion (1) 28 AWG Category 6 modular non-booted patch cable plus 25 percent for each terminated cable.
- 2) Coordinate with City of San Antonio Information Technology Services Department for lengths of patch cables.
 - a) Category 6 patch cables for each end user workstation outlet terminated shall be black.
 - b) Category 6 patch cables for the active equipment side of each end

user workstation outlet terminated shall be yellow.

- c) Category 6 patch cable for each audio/visual outlet terminated shall be purple.
- d) Category 6 patch cable for each wireless access outlet terminated shall be white.
- e) Category 6 patch cable for each IP camera outlet terminated shall be red.

5.7. Grounding

- A. Grounding shall be designed and installed in accordance with ANSI-J-STD- 607-8.
 - 1. Install (1) Telecommunications Main Grounding Busbar (TMGB) in the MDF and (1) Telecommunications Grounding Busbar (TGB) in each IDF.
 - a. The TMGB and TGB shall be labeled.
 - 2. Install a Telecommunications Bonding Backbone (TBS), #3/0 AWG stranded green insulated copper conductor in a star topology between the TMGB and each TGB in each building. When IDFs are stacked a single TBB can be daisy-chained between TGBs back to the TMGB.
 - 3. Install an Equipment Bonding Conductor (EBC), #6 AWG green insulated conductor from the TMGB or TGB as applicable to each cable runway system, equipment rack, cabinet, lightning protector, or multi- pair cable with a metallic element.
 - a. Install a #3/0 AWG stranded green insulated copper conductor from the TMGB to the main building electrical service ground in each building.
 - b. In a metal frame (structural steel) building, where the steel framework is readily accessible within or external to the room; each TGB and TMGB shall be bonded to the vertical steel metal frame using a minimum #6 AWG conductor. The connection to building steel does not eliminate the requirement for the TBB or BC to the service ground.
 - 4. Install a Grounding Equalizer Conductor, #3/0 AWG stranded green insulated copper conductor to interconnect multiple TBBs on the top floor and every 3rd floor when required by ANSI J-STD-607-B.

5. When exceeding 13 feet the conductors shall be sized at 2 kcmil per linear foot of conductor length up to a maximum of 3/0 AWG.

5.8. Labeling

1. Coordination with and approval by the City of San Antonio Information Technology Services Department is required on the specific site labeling schema.
2. All labels shall be typed (not handwritten)
3. Verify room numbers and confirm the final room numbering scheme prior to generating labels.
4. Horizontal Cables shall be labeled within 12 inches from the termination point inside the MDF/IDF.
5. Horizontal Cables shall be labeled within 6 inches from the termination point at the workstation end.
6. Backbone Fiber and Copper Cables shall be labeled within 12 inches of the visible end of the jacket.
7. Fiber Innerduct shall be labeled within 12 inches of the point of entry of the fiber optic enclosure.
8. Cables shall be labeled identically at both ends.
9. MDFs and IDFs Room shall be labeled (signage) with the permanent room designations that match the final building signage for cable labeling.
10. Equipment cabinets or racks in each MDF or IDF shall be labeled in sequential numeric order. Labels shall be centered on the top front of the equipment rack.
11. Fiber optic backbone cable labels shall contain the cable origin room number, the cable destination room number, fiber strand numbers, and type (i.e. MDFA150-IDFC126-48SM001-048).
12. Fiber optic enclosures shall be labeled alpha-numeric starting with the 1st fiber optic enclosure in the top of the 1st equipment rack. A label for each terminated strand shall be securely placed inside each fiber optic enclosure.
13. Fiber optic couplers panels in fiber enclosures shall be labeled at each end by strand denoting MDF and/or IDF the cable comes from, and strand number to and from respectively (i.e. 1 DFCA126-48SM001-048).

14. Copper backbone cables labels shall contain the cable origin room number, the cable destination room number, and cable pairs (i.e. MDFA 150-IDFC126/001-025).
15. Horizontal cables shall be labeled identically at each end with the destination end and origin room number, patch panel number, and port number. (i.e. 1 DFC126-C115-B5).
16. Patch panels in each closet shall be uniquely alphabetically labeled sequentially starting with the first Patch Panel in the top of the first equipment rack (i.e. A, B, C, D, E, etc.). Each MDF or IDF starts with A and shall not repeat a letter.
17. 110-type blocks shall contain the origin room number, destination room number, and pair numbers, under each pair termination. (i.e. MDFA150- IDFC126-PR 1-50). 110-type block labels shall be printed on product- specific label strips and placed into label holders.
18. Workstation Faceplates shall be labeled denoting origin MDF/IDF Room Number, patch panel, and port number (i.e. IDFC126-85).

5.9. Testing

- A. All test results shall be submitted to the owner along with all other final documentation. Test results shall be submitted in both PDF format and the Native Tester format along with the software needed to read the Native Tester Format.
- B. Terminated fiber optic strands shall be tested bi-directionally end to end be and certified in accordance with applicable industry standards and manufacturer certifications requirements with an OTDR field and Light Meter tester that is within their calibration period.
- C. Terminated backbone copper cable links shall be tested in accordance with applicable industry standards and manufacturer certification requirements for attenuation, continuity, and pin-mapping with approved field tester(s) that are within their calibration period.
- D. Terminated Category 6 UTP cable links shall be tested in accordance with applicable industry standards and manufacturer certification requirements for Category 6 compliance with approved field tester(s) that are within their calibration period.

5.10. As-Built Documentation

- A. Produce drawings depicting the condition of the Structured Cabling System as installed produced in AutoCAD 2010 or higher and provided in hardcopy, electronically in .DWG and .PDF format. Include the exact dimensions and locations of MDF and IDF layouts, wall elevations, equipment cabinet elevations, cable runways, cable tray, sleeves, backbone and horizontal cable pathways, workstation locations, and numbering and labeling scheme.
- B. A half-size hard copy of the as-built drawings for the applicable region served by the MDF and/or IDFs shall be provided in MDF and each IDF for reference.
- C. Produce cable records for the Structured Cabling System as installed to include a list of all horizontal and backbone cables produced in an Excel format and provided in hardcopy and electronic format indicating cable number, unique cable label, cable type, origin and destination, length, termination method, and pass/fail result.
- D. Produce (3) hard copies of all test results for each cable, to include technician's name and date stamp, a list of tested cables, and the individual results for each cable tested. Test results shall be furnished on CD ROM to include native file format and .PDF format.

PART 8 - SUMMARY OF STANDARDS

8.1 Summary

- A. All aspects of this City of San Antonio Structured Cabling Infrastructure Standards shall be applied to the design process for new, leased and renovated facilities.
- B. A Division 27 specification and T-Series drawings for the Structured cabling System shall be commissioned and issued by the Architect during the design phases for each facility or project. Drawings and specifications shall be sealed with a current RCDD stamp.

PART 9 - EXHIBITS

EXHIBIT 1 - ACCEPTABLE MANUFACTURERS / PRODUCTS

- A. The following list of manufacturers / products is provided for reference only and is not all inclusive. All manufacturers / products shall be verified by the designer for each project and confirmed with The City of San Antonio Information Technology Services Department prior to issuing any construction documents.
- B. Where specific manufacturers / products are mentioned, an equivalent will be considered following an official submission of product literature and written acceptance by the City of San Antonio Information Technology Services Department.
- C. Fiber Optic Backbone Cable
1. Indoor
 - a. 9/125 μ m Single-Mode Plenum Rated Armored
 - 1) Panduit
 - 2) Chromatic
 - 3) Commscope
 - 4) Corning
 - 5) Systimax
 2. Outdoor Underground
 - a. 9/125 μ m Indoor/Outdoor Single-Mode Armored
 - 1) Panduit
 - 2) Chromatic
 - 3) Commscope
 - 4) Corning
 - 5) Systimax
 3. Outdoor Aerial

a. 9/125µm Indoor/Outdoor Single-Mode Armored

- 1) Panduit
- 2) Chromatic
- 3) Commscope
- 4) Corning
- 5) Systimax

4. Fiber Optic Fabric Innerduct

a. Indoor Plenum Rated

- 1) MaxCell

b. Outdoor

- 1) MaxCell

D. Copper Backbone Cable

1. Indoor

a. Category 3 24 AWG Unshielded Twisted Pair (UTP) Plenum (White Sheath)

- 1) General
- 2) Mohawk
- 3) Superior
- 4) Systimax

2. Outdoor Underground

a. Category 3 24 AWG Unshielded Twisted Pair (UTP) Flooded (PE-89)

- 1) General

- 2) Mohawk
- 3) Superior
- 4) Systimax

3. Outdoor Aerial

a. 24 AWG Unshielded Twisted Pair (UTP) Self-Supported

- 1) General
- 2) Mohawk
- 3) Superior
- 4) Systimax

E. Horizontal Cable

1. Category 6 UTP Plenum (Minimum 350 MHz)

a. Network Access (Yellow Sheath)

- 1) General
- 2) Panduit

b. Wireless Access Points (White Sheath)

- 1) General
- 2) Panduit

c. AV Access (Purple Sheath)

- 1) General
- 2) Panduit

d. IP Security (Red Sheath)

- 1) General

2) Panduit

F. Fiber Optic Cable Termination

1. Fiber Enclosure

- a. Panduit Opticom Rack Mount Fiber Enclosure – Part No. FRMEXX

2. 9µm Single-Mode Fiber Coupler Panel

- a. 9µm Panduit Opticom LC Fiber Adapter Panel - Part No. FAP6WBUDLCZ

3. Fiber Blank Panel

- a. Panduit Opticom Blank Fiber Adapter Panel – Part No. FAPB

4. 9µm Single-Mode LC Pigtailed

- a. Panduit Opti-Core OS1/OS2 Single-Mode Fiber Optic Pigtailed (LC to Pigtail) – Part No. F9B10-NM1Y

5. Loose Tube Fiber Fan-Out Kit

- a. Panduit

G. Copper Cable Termination

1. Building Entrance Terminals

- a. Primary Copper Protectors
 - 1) Circa 50-Pair 110 Style Lightning Protection Block
 - 2) Solid State Digital Series Surge Protection Modules

2. Backbone Cable Termination Panels

- a. Rack Mounted Voice Patch Panels
 - 1) Panduit Voice Patch Panel – Part No. VP24382TV25Y

3. Category 6 Horizontal Rack Mounted Patch Panels

- a. Category 6 48-Port Patch Panels – Panduit Mini-Com Flush Mount Modular Patch Panels - Part No. CPP48FMWBLY

4. Category 6 Modular Jacks

a. Network Access

1) Equipment Room/Telecommunications Room End (Black)

- a) Panduit Mini-com TX6 Plus UTP Jack Modules Part No. CJ688TGBL

2) Field End (Ivory)

- a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGEI

b. Wireless Access Points

1) Equipment Room/Telecommunications Room End (White)

- a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGWH

2) Field End (White)

- a. Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGWH

c. AV Access (Violet)

1) Equipment Room/Telecommunications Room End (Violet)

- a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGVL

2) Field End (Violet)

- a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGVL

d. IP Security

- 1) Equipment Room Telecommunications Room End (Red)
 - a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGRD
 - 2) Field End (Red)
 - a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGRD
5. Telecommunications Faceplates with Designation Window
- a. 2-Port Single Gang Flush (Stainless Steel)
 - 1) Panduit Mini-Com Stainless Steel Faceplates with Labels Part No. CFPL2SY
 - b. 4-Port Single Gang Flush (Stainless Steel)
 - 1) Panduit Mini-Com Stainless Steel Faceplates with Labels Part No. CFPL4SY
 - c. 4-Port Double Gang Flush (Stainless Steel)
 - 1) Panduit Mini-Com Stainless Steel Faceplates with Labels Part No. CFPL6S-2GY
6. Wall Phone Faceplate (Stainless Steel)
- a. Panduit Phone Wall Plate Module Part No. KWP6PY
7. 2-Port Surface Mount Box (White)
- a. Panduit Mini-Com Surface Mount Box Part No. CBXJ2HW-A
8. Blank Insert (White)
- a. Panduit Mini-Com Blank Module – Part No. CMBWH-X
- H. Equipment Racks, Cabinets, Wire Management, and Accessories
1. Two-Post Rack - 19" x 84" Open Frame (Black)

- a. Panduit Part No. CMR19x84NU
- 2. Four-Post Open Frame Rack - 23 .3" x 84" x 30 .2" (Black)
 - a. Panduit Part No. CMR4P84
- 3. Equipment Cabinet (Black)
 - a. Chatsworth F-Series TeraFrame Gen 3 Cabinet Part No. FF2J-113B- C22A
 - b. Chatsworth CUBE-iT Wall-Mounted Cabinet 48" H X 24" W X 30" D Black Part No. 11996-748
 - c. Chatsworth Thin-Line II Wall-Mounted Cabinet 36" H X 26" W X 12" D 6U Part No. 13050-723
- 4. Vertical Wire Managers (Black)
 - a. Patch Runner Double Sided Vertical Cable Management System Panduit - Part No. PRV6
 - b. Patch Runner Vertical Cable Management Door Panduit - Part No. PRD6
 - c. Chatsworth F-Series TeraFrame Gen 3 Finger Cable Manager —Part No. 39112-C14
- 5. Horizontal Wire Managers (Black)
 - a. Net Manager Double Sided High Capacity Horizontal Cable Mangers Panduit - Part No. NCMH2
- I. Cable Runway (Ladder Type)
 - 1. 12" Universal Cable Runway
 - a. Chatsworth - Part No. 10250-712
 - 2. 12" Cable Runway Radius Drop, Cross Member
 - a. Chatsworth - Part No. 12100-712
 - 3. 12" Cable Runway Radius Drop, Stringer

- a. Chatsworth - Part No. 12101-712
- 4. 18" Universal Cable Runway
 - a. Chatsworth - Part No. 10250-718
- 5. 18" Cable Runway Radius Drop, Cross Member
 - a. Chatsworth - Part No. 12100-718
- 6. 18" Cable Runway Radius Drop, Stringer
 - a. Chatsworth - Part No. 12101-718
- 7. Cable Runway Butt-Splice Kit
 - a. Chatsworth - Part No. 11301-701
- 8. Cable Runway Junction-Splice Kit
 - a. Chatsworth - Part No. 11302-701
- 9. Cable Runway Butt-Swivel Splice Kit
 - a. Chatsworth - Part No. 10487-701
- 10. Rack-to-Runway Mounting Kit
 - a. Chatsworth - Part No. 10595-712
- 11. Cable Runway Elevation Kit for Racks
 - a. Chatsworth - Part No. 10506-706
- 12. Cable Runway Elevation Kit for Cabinets
 - a. Chatsworth - Part No. 10506-716
- 13. 12" Triangular Support Bracket, Aluminum
 - a. Chatsworth - Part No. 11312-712

14. 12" Wall Angle Support Kit, Cable Runway

- a. Chatsworth - Part No. 11421-712

15. 18" Triangular Support Bracket, Aluminum

- a. Chatsworth - Part No. 11312-718

16. 18" Wall Angle Support Kit, Cable Runway

- a. Chatsworth - Part No. 11421-718

17. 90 Degree Runway-Splice Kit

- a. Chatsworth - Part No. 11314-701

18. 45 Degree Runway-Splice Kit

- a. Chatsworth - Part No. 11313-712

19. Foot Kit, Cable Runway

- a. Chatsworth - Part No. 11309-001

20. Vertical Wall Brackets (pair)

- a. Chatsworth - Part No. 10608-701

21. Threaded Ceiling Kit, Cable Runway

- a. Chatsworth - Part No. 11310-001

22. Threaded Rod Cover

- a. Chatsworth - Part No. 11085-001

23. Protective End Caps for Cable Runway

- a. Chatsworth - Part No. 10642-001

24. End Closing Kit, Cable Runway

- a. Chatsworth - Part No. 11700-712

J. Pathway Cable Support

1. Panduit J-Mod Cable Support System
2. Erica – CADDY CAT LINKS J-Hook Series
3. Panduit Plenum Rated Hook & Loop (Black)

K. Grounding and Bonding

1. Grounding Bus Bar, 20
 - a. Chatsworth - Part No. 40153-020
2. Grounding Bus Bar, 12"
 - a. Chatsworth - Part No. 13622-012
3. Cable Runway Ground Strap Kit
 - a. Chatsworth - Part No. 40164-001
4. One Mounting Hole Ground Terminal Block
 - a. Chatsworth - Part No. 08009-001
5. Horizontal Rack Ground Bar for Wall Mount Cabinet
 - a. Chatsworth - Part No. 10610-019
6. #6 AWG Solid Green Insulation Ground Wire
 - a. Superior Essex - Part No. 12-018-04
7. #3/0 Stranded Green Insulation Ground Wire
8. Cable Sheath Bonding Clamp

L. Labeling

1. Permanent Labels for Fiber Optic Cables
 - a. Brady
 - b. Panduit Self Laminating Labels
2. Permanent Labels for Innerduct
 - a. Panduit Dome-Top Ty Marker
3. Permanent Labels for Copper Cables
 - a. Panduit Self-Laminating Labels
4. Permanent Labels for Backbone Fiber Optic Cables
 - a. Panduit Dome-Top Ty Marker
5. Permanent Labels for Patch Panels
 - a. Panduit Component Label
6. Permanent Labels for Faceplates
 - a. Panduit Component Label

M. Fire Stop

1. STI Spec Seal Part No.
2. 3M Products Part No.

N. Plywood

1. 8' H x 4' W x 1/2" Sheets of BC grade fire-rated plywood

O. Fire Retardant Paint (White)

P. Fiber Patch Cables

1. Panduit

2. Corning

Q. Copper Patch Cables

1. Panduit

EXHIBIT 2 – TYPICAL DETAILS

INSERT EXHIBITS HERE

SECTION 6 – CONCESSION SIGNAGE CRITERIA

6.1. Scope

This signage and graphic design standard incorporates the latest revisions of Operating Instructions to provide Tenants with the criteria and standards for signage.

6.2. Applicability

All Tenants who desire to erect signage of any description on property leased from SAAS will be bound by this signage and graphic design standard.

6.3. Procedure

All requests for all signage will be submitted to Properties and Concession's Manager as a Tenant improvement Project. Sketches and graphic designs must accompany each request.

The precise typeface must be accurately represented, to scale, on elevation drawings of the surface on which the proposed signage to be installed. Exterior elevations must show the entire face of the lease space/building. Signage must remain within predetermined boundaries. All power requirements and installation details must be included. Shop drawings must be submitted illustrating: sign height placement, signage height, thickness, mounting applications, colors, and overall width.

Request for promotional signs and displays will be submitted to the Properties and Concession's Manager using the Signage Concept Proposal Information Sheet. This form must be submitted at least 30 days prior to the requested date for the display.

6.4. General Rules

Except for locations where company name or logo may be displayed, all text Airport Standards

- All Tenant (including sub-tenant) signs must be of an informative nature. "For Sale," "For Lease," or "For Rent" signs are not permitted.
- Signs are not permitted on roof top or to be attached to structural room members
- All signs shall be surface mounted or recessed to a flush condition. Mounting conditions and heights within the Terminal may vary. Appearance of sign

mounting locations conditions cannot be altered. Signs painted on any surface of a building are not permitted.

- Flashing, blinking, neon signs are not permitted.
- Altering of portals is not permitted.
- Portable signs are not permitted.
- Signs on doors and windows are not authorized except as permitted by this policy
- Exposed mounting devices, crossovers, conduit or raceways are not permitted
- All signs must meet safety standards. All illuminated signs must bear the Underwriters Laboratories, Inc. label and meet all local code requirements
- Signs of a promotional nature are not permitted except as permitted by this policy
- Handwritten signs are not permitted.
- Signs not covered in this policy are not permitted.

6.5. Promotional Signs

Promotional signs are defined as any sign, banner, flag, or display of any size, configuration, color or method of attachment or installation within the Tenant's leasehold, which is intended to promote a specific product or service for a limited period of time .

Promotional signs requiring electrical power must be submitted to Concession's Manager and Construction and Development division for review and approval 30 days prior to installation. Substitution or replacement in kind of existing previously approved signs requiring electrical power must be approved by the Concession's Manager and Construction and Development division to installation.

All promotional signs intended for display for 30 calendar days or less must be approved by the Concession's Manager prior to installation. The approval will be for a specified length of time. The promotional sign must be removed at the end of the period of approved display, all installation device and fasteners removed, and the surface(s) on which installation occurred restored to their condition prior to the installation. At the discretion of the Concessions Division, up to two (2) extensions may be granted up to a maximum display period of ninety (90) calendar day.

Promotional signage must be maintained in good condition for the duration of display. Any such signage which is not maintained in good condition by the Tenant will be removed by SAAS without prior notice to the Tenant.

Promotional signs must not be at variance with provisions of SAAS advertising Agreements or of any other provisions of this Specification Manual.

6.6. Miscellaneous Signs

Signage on personnel doors within the Terminals must be approved by the SAAS. Personnel door may be marked as to the function (i.e., "Lost and Found"). These signs shall be installed per ADA requirement Size, color and font to be provided at a later date.

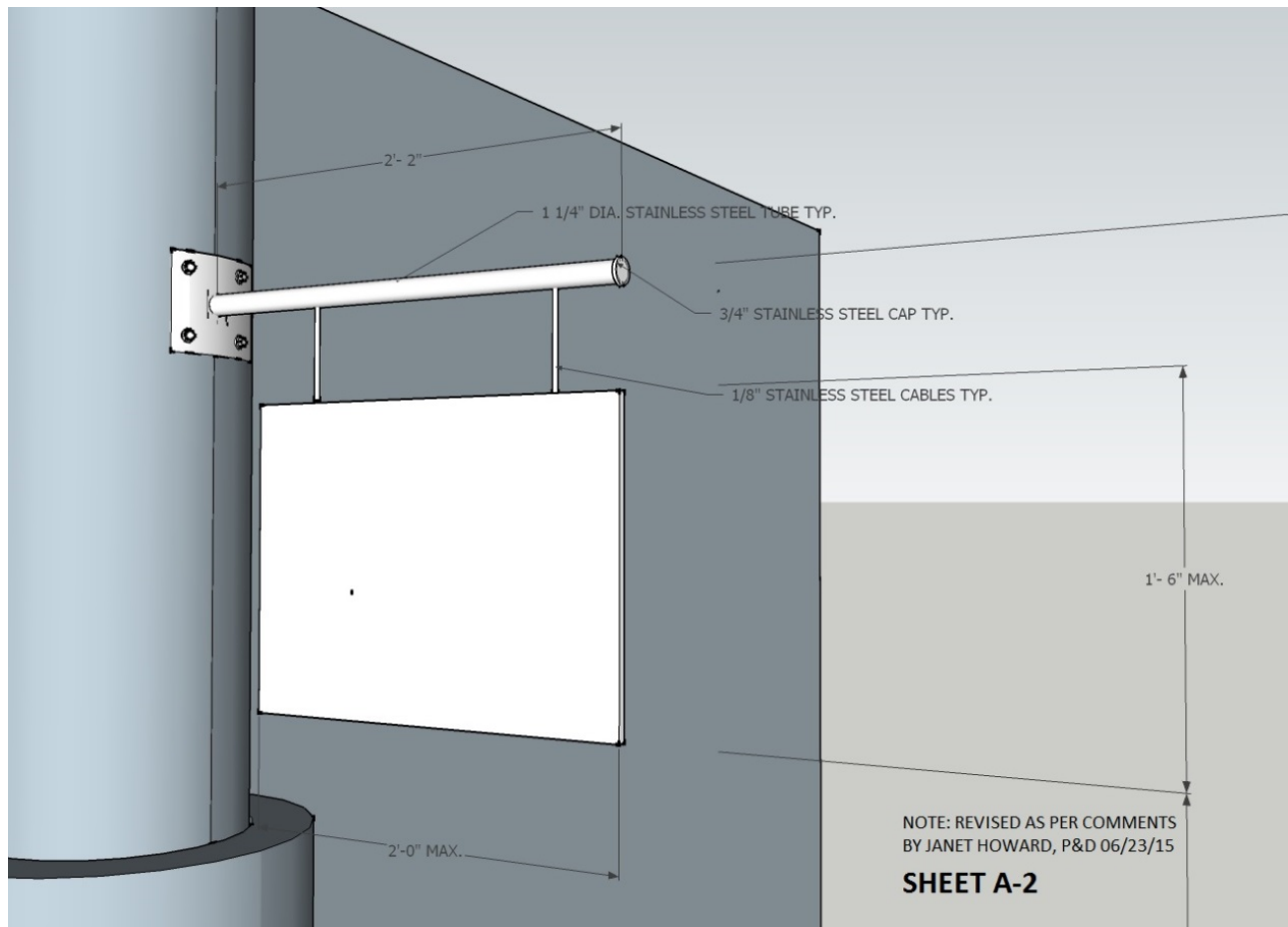
Use of Pedestal signs must be approved by Concession's division. If approved, pedestal signs must remain within the leasing boundaries. Handwritten signs are prohibited.

6.7. Blade Signs

All Tenants located in a location with a blade sign pole on the store front must design and fabricate a blade sign according to the following dimensions:

- 18" maximum height
- 24" maximum wide
- 2" maximum thickness
- 1/8" stainless steel cable to hang the sign
- Maximum 10 lbs.
- 7'-4" walking clearance under sign

CONCESSION SIGNAGE CRITERIA SECTION 6





GENERAL INFORMATION

SIGNAGE CONCEPT PROPOSAL INFORMATION SHEET

DATE: _____

TENANT: _____

TENANT REPRESENTATIVE: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

SIGNAGE AND GRAPHICS

PROMOTIONAL MATERIALS AND TEMPORARY DISPLAYS: (ATTACHING DRAWINGS AND EXAMPLES IS ENCOURAGED)

LOCATION: _____

DATES OF DISPLAY: _____

DESCRIPTION OF DISPLAY: _____

DESCRIPTION OF PROMOTIONAL MATERIAL CONTENT (COLOR, SIZE, ETC.) _____

PERMANENT SIGNAGE: (ATTACH DRAWINGS AND SPECIFICATIONS SHOWING MATERIALS AND LOCATIONS) REASON AND JUSTIFICATION FOR SIGNAGE:

CONCESSION SIGNAGE CRITERIA SECTION 6



CONCESSION SIGNAGE CRITERIA SECTION 6

SECTION 7 – CLEANING AND PREVENTATIVE MAINTENANCE REQUIREMENTS

All items must be cleaned, maintained, serviced and must be in top operational condition while at the airport. At a minimum, Tenant shall perform the following maintenance, if applicable:

Daily:

- Sweep and mop floors;
- Clean counters, tables and chairs (does not apply to food court seating);

Weekly:

- Empty and sanitize all ice bins;
- Clean all refrigerated fan guards;
- Clean fryer coils;
- Clean coffee machines form mineral build-up;
- Check all air vents and remove dust build-up;

Monthly:

- Empty cooking oil tallow bins into vat;
- Perform pest control throughout lease space;
- Perform “Liquid Wastewater Treatment” for all drain lines (sinks, mop sinks, floor drains, etc.);
- Clean exhaust goods and remove and power wash all exhaust filters;

Quarterly:

- Service grease traps and intercepts up to the City tie-ins.

Semi-Annually:

- Clean interior of exhaust hood and vents from hood to roof;
- Perform hydro jet and auguring of sewer lines up to the City tie-ins;
- Inspect fire suppression equipment above all grills and stove;
- Inspect annual fire suppression system;

Annually:

- Inspect all fire extinguishers;
- Backflow Prevention Device must be inspected per San Antonio Water Systems requirements;

All items pertaining to sanitation and safety not identified must be cleaned and maintained at all times. All equipment must be serviced by the appropriately certified personnel.

CONCESSION SIGNAGE CRITERIA SECTION 6
SECTION 8 – WILDLIFE CONCERNS

- a) Any landscape changes must be reviewed and approved by Airport Wildlife Biologist
- b) All trash cans and dumpsters must be covered and emptied regularly
- c) NO feeding of birds/Animals on airport property
- d) NO ponding water

If you have any questions or concerns, please contact the Airport Wildlife Biologist at (210) 207-1663 or marcus.machemehl@sanantonio.gov.

EXHIBIT 5 MANDATORY FEDERAL CONTRACT PROVISIONS

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

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.

**EXHIBIT 6
LETTER OF CREDIT**

City of San Antonio
9800 Airport Blvd.
San Antonio, Texas 78216
ATTN: Aviation Director

Date: _____

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

To the Addressee:

At the request of _____ A _____, we _____ B _____, hereby open this IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ C _____ in your favor up to an aggregate of \$ _____ D _____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION OF YOUR DRAFT(S) drawn on us and presented to us at the office of our Texas Branch, now located at _____ E _____, _____ E _____ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this Letter of Credit is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____ B _____ Letter of Credit No. _____ C _____ dated _____, 200_." Partial drawings under this Letter of Credit are permitted.

Drafts must be accompanied by a statement from the City Manager of the City of San Antonio, or his designee, that _____ A _____ has not performed certain terms, conditions or covenants contained in Concession Agreement No. _____ by and between the City of San Antonio and A _____.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires at the close of business on _____ F _____, 200_. This CLEAN IRREVOCABLE LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend the Letter of Credit for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this Letter of Credit within the then applicable expiration date, no statement required.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

Bank Officer/Representative

LEGEND:

- A-INSERT APPLICANT NAME, I.E. CONCESSIONAIRE NAME.
- B-INSERT NAME OF ISSUING BANK.
- C-INSERT L/C IDENTIFICATION NUMBER.
- D-INSERT DOLLAR VALUE OF INSTRUMENT.
- E-INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
- F-INSERT EXPIRATION DATE OF AGREEMENT PLUS SIXTY DAYS.