

**PROFESSIONAL SERVICES AGREEMENT
FOR
AIRPORT DEVELOPMENT & STRATEGIC PLANNING SERVICES**

This Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as “City”), a Texas Municipal Corporation acting by and through its City Manager and WSP USA INC. (hereinafter referred to as “Consultant”) by and through its Authorized Representative, both of which may be referred to herein collectively as the “Parties”.

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges and obligations herein contained, City and Consultant do hereby agree as follows:

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I. DEFINITIONS

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

- 1.1 “Airport” means the San Antonio International Airport.
- 1.2 “Day” means calendar day unless specifically referred to otherwise.
- 1.3 “Director” means the director of the City’s Aviation Department.
- 1.4 “FAA” means Federal Aviation Administration.
- 1.5 “Project” means airport development and strategic planning services for San Antonio International Airport, as more fully set out in Article IV, Scope of Services.
- 1.6 “Services” means those services described in the Scope of Services.

II. RELATIONSHIP OF THE PARTIES

2.1 Consultant accepts the relationship of trust, good faith and fair dealing established by this Agreement and shall cooperate with the City in furthering the City’s interests. The Consultant acknowledges the trust the City places in Consultant and covenants with the City to furnish the Consultant’s fair dealings and professional skill and judgment in furthering the interests of the City. The Consultant shall furnish consulting services as set forth herein and shall use the Consultant’s professional efforts to perform the services in an expeditious and economical manner consistent with the interests of the City. The Consultant will perform the required services consistent with sound and generally accepted consulting practices, exercising the degree of skill, care and judgment consistent with such practices in San Antonio, Texas.

2.2 Consultant shall require each sub-consultant, to the extent of the Services to be performed by the sub-consultant, to be bound to Consultant by the terms of the Agreement, and to assume toward Consultant all the obligations and responsibilities that Consultant, by this Agreement, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Agreement with respect to the Services to be performed by the Sub-consultant so that subcontracting thereof will not prejudice such rights.

III. PERIOD OF SERVICE

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

IV. SCOPE OF SERVICES

4.1 Consultant, in consideration for the compensation herein provided, as outlined in Article VI. Compensation, shall render the required professional services in connection with the Project, including all associated services required for Consultant to provide such Services, and any and all Services which normally would be required by law or common due diligent practice, as more specifically outlined in **Exhibit 1, Scope of Services**.

4.2 The Project will be completed in two (2) phases. The first phase will be the development of facility requirements. The initial Scope of Services of this Agreement is for the completion of Phase 1. The subsequent phase is dependent upon the completion of the first phase and will involve development of a recommended plan. The second phase of work will be added to this Agreement by an amendment to be approved by City Council.

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

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

4.5 In the event Consultant desires to replace key personnel, including but not limited to project managers and task leaders, assigned to the Project, Consultant shall replace such key personnel with a person having the same or greater level of experience and expertise. Consultant shall obtain City's prior approval for any proposed substitution for a key position. City retains the right to request replacement, for reasonable cause, of any employee or subconsultant assigned by Consultant to the Project. City's decisions in this regard shall not be the basis for any claim for additional compensation by Consultant. However, in no event shall City's direction be construed as the City's assumption of Consultant's duties to direct, coordinate and manage implementation of the Project, unless specific processes, procedures and systems, if any, are directed by the City.

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

4.7 All services and work performed under this Agreement must be conducted in full conformance with the Texas Professional Practice Act. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

V. COORDINATION WITH THE CITY

5.1 Consultant shall hold periodic conferences with Director or his designee, so that the Project, as developed, shall have the full benefit of City's experience, and knowledge of existing needs and facilities, and be consistent with the City's current policies and standards.

5.2 The Director or his designee shall act on behalf of City with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

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

VI. COMPENSATION

6.1 For and in consideration of the services to be rendered by Consultant, City shall pay Consultant a fee not to exceed that set forth in this Article VI, Compensation. Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

6.2 The total compensation for the first of two phases of work to be performed by Consultant as fully defined in the Scope of Services, to include all travel and other expenses, shall not exceed THREE MILLION SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED TWELVE AND 00/79 DOLLARS (\$3,604,712.79). Consultant acknowledges that such not to exceed fee shall be sufficient compensation for all services, travel and other expense to be performed pursuant to or associated with the first phase of work as set out in Article IV, Scope of Services. The obligation of City to Consultant for compensation in connection with this Agreement cannot and will not exceed such sum of THREE MILLION SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED TWELVE AND 00/79 DOLLARS (\$3,604,712.79) without further amendment(s) to this Agreement.

6.3 Each of the two phases of work required to complete this Project will have a separate not to exceed contract amount for the services associated with a particular phase of work. Consultant shall not surpass the not to exceed amount established for a particular phase of work without written approval by the Director or his designee. The Director shall have the authority, without further City Council action, to reallocate funds between phases.

6.4 Consultant shall bill all services in accordance with the hourly rates set out in Exhibit 2, Fee Schedule. Any travel must be approved in writing by the City prior to such travel. Consultant may submit invoices no more than once monthly. Such invoices must be for services completed and approved by the Director and actual travel, if previously approved in writing, and other expenses incurred and not previously invoiced and must show: a) the hours being billed delineated by task performed, employee name and position, b) a summary of the services performed during the period covered by the invoice, c) travel and other expenses with supporting documentation attached; and d) the total amount due for services, travel and expenses. Consultant will charge the City only for actual hours worked and will not charge for Consultant employee lunch or break times, even if employee is located at the project site. Allowable travel,

preapproved in writing by the City, and other expenses shall be invoiced at the actual cost incurred without markup and must be in compliance with the **Aviation Department Consultant and Contractor Reimbursable Expense Policy, Exhibit 3** hereto, to be eligible for reimbursement. City reserves the right to request such additional information as the City deems necessary to support the invoiced charges.

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

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

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

6.8 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible because of delays in the performance of Consultant's work; failure of Consultant to make payments properly to sub-consultants or vendors for labor, materials or equipment; or persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement. City shall not be deemed in default by reason of withholding compensation as provided for in this article.

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

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

6.11 Reimbursable Expenses

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

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

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

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

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

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

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

VII. OWNERSHIP AND RETENTION OF DOCUMENTS

7.1 Any and all documents, papers, records, writings, media or information in whatever form and character created by Consultant pursuant to the provisions of this Agreement and pertinent to the services rendered hereunder, (hereinafter "Documents") shall be the exclusive property of City; and such Documents shall not be the subject of any copyright or proprietary claim by Consultant. Consultant understands and acknowledges that as the exclusive owner of any and all Documents, City has the right to use all Documents as City desires, without restriction and that City will be providing reports developed pursuant to this Agreement to the FAA. Any reuse outside of the scope of this Agreement without specific written verification or adaptation by Consultant will be at City's sole risk and without liability or legal exposure to Consultant

7.2 All of the Consultant's documentary work product reports and correspondence to City under this Agreement shall be the property of the City and, upon completion of this Agreement; such documentary work product shall be promptly delivered to City in a reasonably organized form, without restriction on its future use by City. The above notwithstanding, the Consultant shall retain all rights held prior to the

effective date of this Agreement in any standard drawing details, designs, specifications, databases, computer software and any other proprietary information it may provide pursuant to this Agreement, whether or not such proprietary information was modified during the course of providing the services hereunder. The Consultant may retain for its files any copies of documents it chooses to retain and may use Consultant's work product as it deems fit. Any materially significant work product lost or destroyed by the Consultant shall be replaced or reproduced at the Consultant's non-reimbursable, sole cost.

7.3 Consultant agrees and covenants to protect any and all proprietary rights of the City in any materials provided to the Consultant. Such protection of proprietary rights by the Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to the City. Additionally, any materials provided to the Consultant by the City shall not be released to any third party without the written consent of the City and shall be returned intact to the City upon termination or completion of this Agreement or if instructed to do so by the Director

7.4 Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that in part or in whole was produced from this Agreement to the City, including all equitable rights. No reports, maps, documents or other copyrightable works produced in whole or in part by this Agreement shall be subject of an application for copyright by the Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of the City (excluding any prior owned instrument of services, unless otherwise specified herein). THE CONSULTANT SHALL, AT ITS EXPENSE, INDEMNIFY CITY AND DEFEND ALL SUITS OR PROCEEDINGS INSTITUTED AGAINST THE CITY AND PAY ANY AWARD OF DAMAGES OR LOSS RESULTING FROM AN INJUNCTION, AGAINST THE CITY, INSOFAR AS THE SAME ARE BASED ON ANY CLAIM THAT MATERIALS OR WORK PROVIDED UNDER THIS AGREEMENT CONSTITUTE AN INFRINGEMENT OF ANY PATENT, TRADE SECRET, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS.

7.5 Upon completion or termination of the Project, or upon request by the City, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the City and shall be delivered at no cost to the City without restriction on future use. The City shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense.

7.6 The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than four (4) years after final payment is made and all pending matters are closed. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

7.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies, or processes used by the Consultant to provide the services or protect deliverables to City, including without limitation, all copyrights,

trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of Consultant or its suppliers.

7.8 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VIII. TERMINATION OF AGREEMENT

8.1 Termination without Cause.

8.1.1 This Agreement may be terminated by City without cause, prior to Director giving Consultant written notice to proceed, should Director, in his sole discretion, determine that it is not in City's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Consultant.

8.1.2 This Agreement may be terminated by the City at any time after issuance of the Director's notice to proceed, either for the City's convenience or because of Consultant's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the City.

8.1.3 If the termination is for the convenience of the City, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should City choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work, performed during time between the issuance of the City's notice of termination and the actual termination date.

8.1.4 If the termination is due to Consultant's failure to fulfill its obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the City for any additional cost occasioned to the City thereby.

8.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 8.1.3 of this clause.

8.1.6 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

8.1.7 This Agreement may be terminated by the Consultant, at any time after issuance of the Director's notice to proceed, upon sixty (60) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

8.2 Defaults with Opportunity for Cure. Should Consultant fail, as determined by the Director, to satisfactorily perform the duties set out in Article IV, Scope of Services; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the City shall deliver

written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Consultant to complete the work required by this Agreement. City shall also have the right to offset the cost of said new agreement with a new Consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of City to mitigate its losses.

8.3 Termination for Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, City may immediately terminate this Agreement, in whole or in part, "for cause":

8.3.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to City in connection with this Agreement or its performance hereunder; or

8.3.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

8.3.3 Consultant violates any rule, regulation or law to which Consultant is bound or shall be bound under the terms of this Agreement; or

8.3.4 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of the Agreement; or

8.3.5 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties: or

8.3.6 Consultant fails to comply in any respect with the insurance requirements set forth in this Agreement.

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

8.5 Orderly Transfer following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed specifications, designs, plans, exhibits, documents, papers, records, charts, reports, and any other materials or information produced by, or

provided to Consultant, in connection with the services rendered by Consultant under this Agreement, to include all reproductions of such work products, regardless of storage medium, shall be transferred to City. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

8.6 **Claims for Outstanding Fees.** Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

8.7 **City, as a public entity, has a duty to document the expenditure of public funds.** Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement by Consultant.

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

8.9 **Termination not sole remedy.** In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

IX. SUSPENSION OF WORK UNDER AGREEMENT

9.1 **Right of City to Suspend.** City may suspend this Agreement for any reason, with or without cause upon the issuance of written notice of suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Consultant of said notice. The notice of suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension. Such suspension shall take effect upon the date set forth in the notice, or if no date is set forth, immediately upon Consultant's receipt of said notice.

9.2 **Consultant's Right to Terminate in Event of Suspension of Agreement.** In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the City, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by City and such termination shall be subject to all the requirements set out in Paragraphs 8.5 and 8.6 above, related to the Orderly Transfer and Fee Payment.

9.3 Procedures upon Receipt of Notice of Suspension.

9.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

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

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

9.3.4 During the period of suspension, Consultant shall have the option to at any time submit the above referenced statement to the City for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the City under this Agreement, adjusted for any previous payments of the fee in question.

9.3.5 Any documents prepared in association with this Agreement shall be delivered to City by Consultant, as a pre-condition to final payment, within thirty (30) calendar days after receipt by City of Consultant's notice of termination.

9.3.6 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by City of Consultant's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

9.3.7 Upon the above conditions being met, the City's review of the submissions and finding the claimed compensation to be appropriate to the terms of this agreement, the City shall pay Consultant that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the City, adjusted for any previous payments of the fee in question.

9.3.8 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty on the part of City. To this end, Consultant understands that failure of Consultant to substantially comply with the submittal of the statements and documents as required herein shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

X. INSURANCE REQUIREMENTS

10.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department,

which shall be clearly labeled “*Airport Development & Strategic Planning Services*” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Aviation Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation*	Statutory
2. Employers' Liability*	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	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 (\$5,000,000 if AOA access required).
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.*	1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services
*if applicable	

10.4 Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Consultant herein, and provide a certificate of insurance and endorsement that names the Consultant and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Consultant. The Professional Liability requirement for subcontractors shall not be applicable if no professional services are being provided, and will be determined as a business decision of Consultant*. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

10.8 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City

shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

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

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

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

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

XI. INDEMNIFICATION

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

11.2 The provisions of this Indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise the City in writing within 24 hours of any claim or demand against the City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.. The City shall have the right, at its

option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this paragraph.

11.3 **Employee Litigation.** In any and all claims against any party indemnified hereunder by any employee of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under worker's compensation or other employee benefit acts.

11.4 Acceptance of the final report by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their reports or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by the City for any defect in the report or other documents and Work prepared by said Consultant its employees, subcontractors, and agents.

XII. CONSULTANT'S LIABILITY AND STANDARD OF CARE

Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Acceptance of the final plans by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect or error in testing, reports, or assessments and work performed by Consultant, its employees, subcontractors, and agents.

XIII. CONSULTANT'S WARRANTY

Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the City shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the City from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing municipal employment of professional and other professionals. Accordingly, Consultant further pledges and warrants its best and most competent professional efforts to secure to the City the benefits of the agreement.

XIV. ASSIGNMENT OF RIGHTS OR DUTIES

14.1 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of City. Professional services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the San Antonio City Council, by approval and passage of an ordinance therefore. Any other services to be performed under this Agreement may be subcontracted upon the written approval of Director. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City in accordance with this Article.

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

14.3 Consultant agrees to notify Director of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to City under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article VIII, Termination.

XV. INDEPENDENT CONTRACTOR

15.1 Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant, or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant. No term or provision of this Agreement or act of the Consultant in the performance of this Agreement shall be construed as making the Consultant the agent, servant or employee of the City, or as making the Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which the City provides to or for its employees.

15.2 No Third Party Beneficiaries - For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a

contractual relationship with City or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

XVI. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

16.1 City has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26.

16.2 Consultant specifically agrees to comply with all applicable provisions of the Aviation Department's Disadvantaged Business Enterprise (DBE) Program attached hereto as **Exhibit 4**.

16.3 Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Agreement. Failure by Consultant 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.

16.4 Consultant 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 suppliers where feasible. Consultant is expected to solicit bids from available DBEs for subcontracting opportunities.

16.5 The applicable DBE goal is 8.28% of Consultant'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. Consultant shall make "good faith efforts" to obtain DBE 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 Consultant. Any amendment affecting the scope of service or value of the contract should be documented on a form acceptable to the City.

16.6 Consultant shall appoint a high-level official to administer and coordinate the Consultant's efforts to carry out the DBE Program requisites. Consultant's official shall coordinate and ensure approval of the required "Good-Faith Effort Plan".

16.7 Consultant shall maintain records showing: (i) all subcontract/supplier awards, specifically awards to DBE firms; (ii) specific efforts to identify and award such contracts to DBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE participation.

16.8 Consultant shall submit reports of subcontract and/or supplier awards to DBE firms in such form and manner and at such times as City shall prescribe. Consultant and any subcontractors shall provide access to books, records, and accounts to authorized City officials and state and/or federal agencies for the purpose of verifying DBE participation and good-faith efforts to carry out the DBE Program. Consultant agrees that City may conduct a post-contract DBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of Consultant's good-faith efforts on future City contracts.

16.9 Consultant shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE Program) to subcontract and achieve the applicable contract specific DBE goal with

certified DBEs. If Consultant fails to achieve or to maintain the DBE goal, City can require, and Consultant shall provide, documentation demonstrating that it has made good-faith efforts to achieve the goal through the submission of an Aviation Department approved "DBE Good-Faith Effort Plan.

16.10 Consultant shall include the following DBE-related contract clause in each subcontract Consultant enters into signs with a subcontractor:

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

16.12 Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its Agreement no later than ten (10) days from the receipt of each payment the Consultant receives from the City. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City.

16.13 Consultant shall not terminate for convenience a DBE subcontractor (or an approved substitute DBE 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 subcontractor is terminated, or fails to complete its work on the contract for any reason, Consultant shall notify the City within five (5) business days of the DBE's inability or unwillingness to perform and provide reasonable documentation.

16.14 In the event a DBE subcontractor is terminated, Consultant will be required to make good faith efforts to find another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal the City has established for this Agreement. Consultant shall obtain the DBE Liaison's prior approval of the substitute DBE, 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 Consultant fails to comply within five (5) business days, our office may issue a termination for default.

16.15 Consultant 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 Liaison Office. Consultant shall make a good-faith effort to replace DBE subcontractors unable to perform on the Agreement with another DBE.

16.16 Failure or refusal by Consultant to comply with the DBE provisions herein or any applicable provisions of the DBE 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 Consultant from further contracts with the City.

16.17 The Aviation Department's DBE Liaison will continually evaluate the "good faith efforts" of Consultant. If the DBE Liaison determines that Consultant has failed to adequately document its good faith efforts during term of the Agreement, then Consultant shall have the opportunity to provide written documentation supporting Consultant's claim that it has met the goal, or made adequate good faith efforts to do so, to the Aviation Director. Consultant shall have the opportunity to meet with the Aviation Director prior to a decision being rendered. After reviewing the submittal, the Director shall issue a written decision as to whether Consultant has substantially complied with the purpose of the DBE Program and such

determination is in the best interest of the DBE Program and the City. However, if the Aviation Director determines that Consultant has not made adequate good faith efforts to meet the goal, that decision is not administratively appealable to the Department of Transportation.

XVII. EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

17.1 Consultant as a party to this Agreement 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.

17.2 Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall be discriminated against on the grounds of race, creed, color, national origin, sex, age, or disability. Lessee covenants and agrees to comply with all requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities set out in **Exhibit 5, Required Federal Contract Provisions**.

XVIII. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Consultant. The Director shall have the authority to execute amendments that require up to \$50,000.00 in increased cost on behalf of the City without further action by the San Antonio City Council, subject to appropriation of funds for the increase in cost. Any other change will require approval of the City Council by passage of an ordinance therefore.

XIX. NOTICES

Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or five (5) calendar days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for CITY, to:

City of San Antonio
Aviation Department
Attn: Chief Asset & Planning Officer
9800 Airport Boulevard
San Antonio, TX 78216

If intended for Consultant, to:

WSP USA INC.
Attn: Eric J. Ploch, PE
Vice President
Southwest Texas Area Manager
1601 S. Mopac Expy, Suite 325
Austin, TX 78746-5748

XX. SOLICITATION

Consultant warrants and represents that he has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, nor paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. This representation constitutes a substantial part of the consideration for the making of this Agreement.

XXI. CONFLICT OF INTEREST

21.1 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:

21.1.1 a City officer or employee;

21.1.2 his parent, child or spouse;

21.1.3 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;

21.1.4 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.

21.2 Consultant warrants and certifies as follows:

21.2.1 Consultant and its officers, employees and agents are neither officers nor employees of the City.

21.2.2 Consultant has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

21.3 Consultant acknowledges that City's reliance on the above warranties and certifications is reasonable.

XXII. RIGHT OF REVIEW AND AUDIT

22.1 The Consultant grants the City, or its designees, the right to audit, examine or inspect, at the City's election, all of the Consultant's records relating to the performance of the Services under the Agreement during the term of the Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by the City. The Consultant agrees to retain its records for a minimum of four (4) years following

termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Consultant's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Consultant records include but are not limited to billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

22.2 The City agrees that it will exercise the right to audit, examine or inspect only during regular business hours. The Consultant agrees to allow the City's designee access to all of the Consultant's Records, Consultant's facilities, and current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

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

XXIII. AIRPORT SECURITY

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

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

23.3 Gates and doors located in and around the Airport Premises utilized by Consultant that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Consultant at all times when not in use, or under Consultant's constant security surveillance. Gate or door malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Consultant until the malfunction is remedied.

23.4 In connection with the implementation of its security program, Consultant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Consultant acknowledges that all such knowledge and information is of a highly confidential nature. Consultant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the City or the Aviation Director in advance in writing. Consultant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

XXIV. CONTRACT CONSTRUCTION

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

XXV. FAMILIARITY WITH LAW AND CONTRACT TERMS

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

XXVI. APPLICABLE LAW

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

XXVII. VENUE

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

XXVIII. SEVERABILITY

In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or

unenforceable, and this Agreement shall be enforced as if such invalid, illegal, or unenforceable provision was not included in this Agreement.

XXIX. FORCE MAJEURE

In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of that party , whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

XXX. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XXXI. NON-WAIVER OF PERFORMANCE

31.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of CITY, such changes must be approved by the San Antonio City Council.

31.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXXII. PARAGRAPH HEADINGS

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXXIII. LEGAL AUTHORITY

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

XXXIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
PROPOSED DEBARMENT.

34.1 By execution of this Agreement, the undersigned authorized representative of Consultant certifies, and the City relies thereon, that neither Consultant, nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department;

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

34.2 Consultant shall provide immediate written notice to City, in accordance the notice provisions of this Agreement, if, at any time during the term of this Agreement, including any renewals hereof, Consultant learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

34.3 Consultant’s certification is a material representation of fact upon which the City has relied in entering into this Agreement. Should City determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the City may terminate this Agreement in accordance the terms of this Agreement.

XXXV. ENTIRE AGREEMENT

35.1 This Agreement, together with its authorizing ordinance, Exhibits and Attachments, embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties and approved by ordinance passed by the San Antonio City Council.

35.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

EXECUTED ON THIS, THE _____ DAY OF _____, 2018.

CITY OF SAN ANTONIO, TEXAS

CONSULTANT

By: _____
Sheryl L. Sculley
City Manager

By: Frank J. Medina
Signature

Frank J Medina
Printed Name

Regional Business Manager
Title

Federal Tax ID#: 11-1531569

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT 1

SCOPE OF SERVICES

Scope of Services is hereby incorporated by referenced as "Attachment 1".

ATTACHMENT 1

SCOPE OF SERVICES

AIRPORT DEVELOPMENT AND STRATEGIC PLANNING SERVICES

FOR

SAN ANTONIO INTERNATIONAL AIRPORT

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INTRODUCTION

This document describes the first phase of the scope of services to be performed by WSP USA (CONSULTANT) and its team for Airport Development and Strategic Planning Services at the San Antonio International Airport (SAT, the CITY, City, or the Airport). The planning services include a 20-year Airport Master Plan, which is a Federal Aviation Administration (FAA)-guided process, but also reflect the region's current debate about its future aviation needs, and whether they can be met at the SAT site over the long-term (20 to 50 years). As such, these services include:

- A longer term/ultimate airport buildout perspective to answer the question "can the existing site meet long term demand?"
- Extensive stakeholder involvement and coordination with the San Antonio Airport Development Committee
- Aviation demand forecasts that include an air service market assessment and a comparison of air service offered at similar airports
- Analysis of various opportunities to enhance Airport revenues to assure the Airport's long-term financial stability to potentially offset the airline rates and charges and other tenant lease rentals and fees
- A task for potential additional services, which are currently undefined, recognizing the need to adjust or add to the defined scope of services based on changed FAA requirements, the Mayor's San Antonio Airport Development Committee requirements, or other unanticipated needs.

Phase I of the services will assess conditions, forecast aviation demand, determine capacity of existing facilities and the future facility needs based on forecast demand. At its conclusion, Phase I will generally answer whether the long-term aviation needs of the region can be met at the existing airport site, potentially with expansion of the airport property. No specific alternative airport development solutions will be developed in Phase I.

Phase II of the services will be accomplished through an amendment to this contract. While the needed services will be defined in detail toward the completion of Phase I, they are currently envisioned to include: identification and evaluation of airport expansion alternatives, a recommended airport development plan, and a development implementation plan including funding. If it is determined in Phase I that alternatives related to development of a new airport need to be examined, then this will be accomplished in Phase II. Collectively, the services in Phases I and II will be referred to as the Airport Master Plan.

The Airport Master Plan will be prepared in accordance with the guidance based on FAA Advisory Circular 150/5070-6B, Airport Master Plan Updates, Change 2 dated 1/27/2015; FAA Standard Operating Procedures (SOP 2.00) for FAA Review and Approval of Airport Layout Plans (ALP) dated October 1, 2013; FAA AC 150/5300-13A, Airport Design, Change 1 dated February 26, 2014; FAA AC 150/5320-5D, Airport Drainage Design dated August 15, 2013; and FAA AC 150/5325-4, Runway Length Requirements for Airport Design, dated July 01, 2005.

TASK LIST

The major tasks to be accomplished in preparing the Phase I portion of the Airport Master Plan are:

- Task 1. Stakeholder Engagement
- Task 2. Existing Conditions
- Task 3. Pavement Management Plan
- Task 4. Aviation Demand Forecasts
- Task 5. Roadway Demand Projections and Needs
- Task 6. 2012 Economic Impact Study Update
- Task 7. Facility Requirements
- Task 8. Condition Assessment Data Compilation (Deleted)
- Task 9. Prepare Phase I Report
- Task 10. Project Management
- Task 11. Additional Services

The CONSULTANT will be utilizing the services of various subconsultants to assist in the development various elements of the Airport Master Plan. The table below provides a listing of the subconsultants and the various tasks for which they will be providing services in Phase I (additional team subconsultants will provide services during Phase II).

Subconsultant	Defined Name	Task(s)
Auxillary Marketing Services	AMS	Task 1
Poznecki-Camarillo, Inc.	PCI	Task 1, Task 2
Arquero Consulting, LLC	Arquero	Task 1
Unison Consulting Group	Unison	Task 2, Task 4
Economic & Planning Systems	EPS	Task 2, Task 4, Task 6
Maestas & Associates, Inc.	Maestas	Task 2, Task 7
Hirsh Associates	Hirsh	Task 2, Task 7
Faith Group	Faith Group	Task 2, Task 7
GRAM	GRAM	Task 2

The remainder of this document presents the proposed scope of work for each of the above tasks.

1 STAKEHOLDER ENGAGEMENT

The City seeks robust participation by members of the local and regional community, government, business partners, agency representatives, and other Airport stakeholders during the Airport Master Plan to complete the study successfully. CONSULTANT will identify and recommend strategies and opportunities for stakeholder engagement and be responsible for coordination of all stakeholder engagement activities with appropriate Airport and City staff.

Assumptions:

Each deliverable will include one round of CITY review. The CITY will review each draft and provide consolidated comments using track changes. The CONSULTANT will incorporate the comments from the CITY and revise the draft. For the various meetings contained under this task, it is assumed that the CITY or its representative will secure and schedule the required meeting space.

1.1 STAKEHOLDER ENGAGEMENT PLAN, STRATEGY, KEY ISSUES

1.1.1 *DRAFT STAKEHOLDER ENGAGEMENT PLAN*

The CONSULTANT will develop a and submit draft stakeholder engagement plan 30 days from the contract start date. The purpose of the plan is to provide SAT staff and the consultant team with a road map for engaging the public and key stakeholders during development of the Airport Master Plan.

1.1.2 *STAKEHOLDER ENGAGEMENT STRATEGY SESSION*

Within two weeks of issuance of the notice-to-proceed, the CONSULTING TEAM will plan and facilitate a one to two-hour stakeholder engagement strategy session with the CITY. The purpose of this strategy session is to gather input from the CITY to inform completion of the draft plan.

1.1.3 *KEY ISSUES IDENTIFICATION SESSION*

Within two weeks of the stakeholder engagement strategy session, the CONSULTING TEAM will facilitate a one-hour key issues identification session with the CITY. The key issues identification session will have the following objectives: to identify and confirm the issues, problems, challenges, and opportunities that should be examined and that are of greatest concern to the Airport; identify audiences; and create messaging related to the issues and respective audiences. The following table summarizes how key issues will be discussed with stakeholders.

Task 1.1 Stakeholder Engagement Plan, Strategy, Key Issues	1.1.1 Stakeholder Engagement Plan	1.1.2 Stakeholder Engagement Strategy Session	1.1.3 Key Issues
Tasks	<ul style="list-style-type: none"> The Stakeholder Engagement Plan will include the elements of the scope of work and will identify the goals, stakeholders, audiences, objectives, strategies, and tactics. 	<ul style="list-style-type: none"> Confirm objectives for the stakeholder engagement program Identify key stakeholder categories and their potential interests and concerns Identify potential technical and stakeholder working group members, and provide emails and/or addresses. Identify members of CITY's management/ policy/oversight committee to advise on policy decisions Discuss ways to incorporate the Mayor's "San Antonio Development Committee" as appropriate Generate a list of key stakeholders with whom to conduct interviews; The Consultant will convene and facilitate a technical planning working group comprised of the City's planning and infrastructure departments & agencies Identify existing and effective outreach channels 	<ul style="list-style-type: none"> Identify and confirm the issues that are of greatest concern to the Airport. Generate a list of key issues to present to stakeholder groups to confirm and identify any additions problems, challenges, and opportunities that should be examined.
Responsibilities	<ul style="list-style-type: none"> CONSULTANT (WSP): Supervise and review work of subconsultants. SUBCONSULTANTS (AMS & PCI): Prepare draft stakeholder engagement plan. CITY: Review and comment on stakeholder engagement plan. Secure the meeting room. 	<ul style="list-style-type: none"> CONSULTANT (WSP): Supervise and review work of subconsultants. SUBCONSULTANTS (AMS & PCI): Prepare draft and revised meeting agenda. Assist in identifying stakeholder categories, working group members, and contacting stakeholders. Prepare proposed timeline for stakeholder meetings. Create draft and revised definitions of working group members' roles, 	<ul style="list-style-type: none"> CONSULTANT (WSP): Supervise and review work of subconsultants. SUBCONSULTANTS (AMS & PCI): Prepare meeting agenda, list of potential key issues for review, and subsequent summary of key issues. Create proposed key messages to be used throughout the Airport Master Plan effort. Prepare meeting notes and action items.

Task 1.1 Stakeholder Engagement Plan, Strategy, Key Issues	1.1.1 Stakeholder Engagement Plan	1.1.2 Stakeholder Engagement Strategy Session	1.1.3 Key Issues
		meeting agendas and materials, invitations to working groups members, and prepare meeting notes and action items. <ul style="list-style-type: none"> • CITY: Provide names, emails and/or addresses of chosen members. Secure meeting rooms. 	<ul style="list-style-type: none"> • CITY: Participate in meeting; review and comment on key messages. Secure the meeting room.
Deliverables	<ul style="list-style-type: none"> • Draft and revised stakeholder engagement plan including key stakeholders, key messages, objectives, strategies, tactics, activities, timeline, communications plan. 	<ul style="list-style-type: none"> • Draft and revised Technical and Stakeholder Working Groups rosters, schedules, descriptions, meeting agendas, meeting materials, meeting notes. 	<ul style="list-style-type: none"> • List of key issues, meeting agenda, meeting notes, key messages related to issues.

1.2 AIRPORT MASTER PLAN VISIONING

Within 30 days of contract, the CONSULTANT will plan, coordinate, and facilitate a two-hour visioning session with key stakeholders to include the San Antonio Airport System Development Committee (ASDC) and the Technical Advisory Committee (TAC). The purpose of this visioning session is to establish a "shared" vision amongst key stakeholders and the CITY for the future of SAT, however, the Airport is the ultimate decision-maker.

The following initial list of objectives will be considered:

- Identification of landside, airside and airspace improvements which optimize the economic benefits of the Airport while meeting the needs of the region;
- Determine options for improving safety and operational efficiency at the Airport;
- Determine short, intermediate and long-term improvements;
- Incorporate the interests of the public and government agencies into the planning process;
- Be sensitive to the overall environmental characteristics to the surrounding natural environment;
- Reflect current comprehensive land use policies and minimize noise impacts around the Airport;
- Identify best practices;
- Identify strengths, weaknesses, opportunities, threats (SWOT).

Task 1.2 Visioning	Airport Master Plan Visioning
Tasks	<ul style="list-style-type: none"> • Create Visioning session plan and agenda. • Coordinate logistics, including sending invitations and tracking attendance. • Develop and print all meeting materials. • Secure the meeting space • Manage visioning session "day of" logistics • Provide a facilitator and key technical CONSULTANT team members. • Create Visioning session summary.
Responsibilities	<ul style="list-style-type: none"> • CONSULTANT (WSP): develop plan and agenda, meeting materials; print meeting materials; manage day-of logistics; provide facilitator and technical SMEs; prepare summary of Visioning Session; review work of subconsultants. • SUBCONSULTANT (AMS & PCI): coordinate logistics with the Airport, including invitations and attendance • CITY: participate in development of meeting materials and meeting; review and comment on outcomes; secure the meeting room.
Deliverables	<ul style="list-style-type: none"> • Draft and revised visioning session plan, draft and revised visioning session agenda, draft and revised visioning session summary. • Vision statement that articulates a shared vision for the future of the San Antonio International Airport. This vision statement will serve as the basis for developing the Airport Master Plan. • Draft plan goals and objectives that address issues such as economic development and community character, etc.

1.3 STAKEHOLDER AND ADVISORY COMMITTEES

1.3.1 POTENTIAL STAKEHOLDERS

Potential stakeholders include various categories of organizations and individuals. The list is a dynamic list and additions will be made on an on-going basis.

Task 1.3.1 Potential Stakeholders

Users and tenants	Groups and individuals from within Airport's organization	FAA	Resource, regulatory, and review agencies	Vested external groups and individuals	Local and regional gov't officials (elected and appointed)
<ul style="list-style-type: none"> • Commercial service and charter airlines • Air cargo airlines and operators • Corporate aircraft owners • Freight forwarders • Airline ground handling and catering companies • Airline maintenance base operators • Aircraft fueling and storage operators • General aviation aircraft owners • General aviation hangar owners and tenants • Fixed base operators 	<ul style="list-style-type: none"> • Airport board or similar executive group • Airport executive director or manager • Airport executive management team (operations director, engineering/planning director, maintenance director, finance director, environmental stewardship and others. • Airport senior line operations and line maintenance personnel • Airport senior fire and safety officer 	<ul style="list-style-type: none"> • Airports District Office • Air Traffic Organization • Airport Traffic Control Tower • Regional Technical Operations • System Management Office • Regional Flight Standards • Runway Safety Office • Flight Procedures Office • NAS Implementation Center • Flight Service Station 	<ul style="list-style-type: none"> • Federal Inspection Service agencies • Federal agencies with responsibility for affected resources • TSA • Federal, state, regional, and local air quality, water quality, and wildlife agencies • Representatives of local political jurisdictions • State, regional, metropolitan and local planning office 	<ul style="list-style-type: none"> • San Antonio Economic Development Foundation • Private land owners and developers • Airport hotel and business associations • Local tourism board or authorities • Chamber of Commerce and other economic development groups • Citizens and others with a strong economic or social tie to the Airport 	<ul style="list-style-type: none"> • Mayor • Council members • CITY department heads • County judge • County commissioners • Alamo Area Council of Governments • City/county officials in neighboring communities within catchment area • City Manager and staff.

Users and tenants	Groups and individuals from within Airport's organization	FAA	Resource, regulatory, and review agencies	Vested external groups and individuals	Local and regional gov't officials (elected and appointed)
<ul style="list-style-type: none"> • Air tour operators • Air ambulance and rescue operators • Flight schools • Flying clubs/Civil Air Patrol • Military users and tenants of the Airport • Rental car operators • Parking lot operators • Concessionaires • Ground transportation companies (taxi, Transportation Network Companies (TNC), shuttle bus, limousine operators, and public transportation) 			<ul style="list-style-type: none"> • State, regional, metropolitan and local transportation and land use planning agencies • State aeronautics office • State and local environmental regulatory authorities • American Indian Tribes and Nations • On-Airport law enforcement agency • Local fire and police departments • SAWS (San Antonio Water and Sewer System) • CPS Energy (City Public Service) • SARA (San Antonio River Authority) • Edwards Aquifer Authority 	<ul style="list-style-type: none"> • Non-government organizations • Neighborhood associations • Traveling public • Environmental Justice stakeholders • Airport Advisory Council (AAC) 	

1.3.2 STAKEHOLDER DATABASE

An electronic database of names and contact information will be developed and maintained throughout the project to be used for disseminating the study information and public meeting notices. A preliminary database will include members of the public that were on previous Master Plan contact lists, city and county public officials, regulatory agencies, and other key stakeholders. The database will be dynamic with periodic additions and updates.

Task 1.3.2 Stakeholder Database	
Tasks	<ul style="list-style-type: none">• Create database of names and contact information to include name, email, and/or address, phone, and source.• Incorporate names and contact information for individuals on previous Airport Master Plan contact lists; include City and county public officials, regulatory agencies; and other key stakeholders.• Add public event or meeting attendees' names and addresses to mailing list.• Update mailing list
Responsibilities	<ul style="list-style-type: none">• CONSULTANT (WSP): supervise and review work of subconsultant.• SUBCONSULTANTS (AMS and PCI): develop and maintain database of stakeholder names and contact information• CITY: Provide electronic version of previous Airport Master Plan contact lists, as well as Airport stakeholder names and contact information.
Deliverables	<ul style="list-style-type: none">• Electronic version of mailing list to include names, source, and contact information.

1.3.3 ADVISORY COMMITTEES

1.3.3.1 STAKEHOLDER WORKING GROUP

The CONSULTANT will convene and facilitate a Stakeholder Working Group comprised of key stakeholders in the Airport Master Plan as agreed by the CITY and the CONSULTANTS.

Stakeholders Working Group members could include community leaders, representatives of businesses and neighborhoods near the Airport, the traveling public (both frequent and infrequent), Airport stakeholders (e.g., Ambassadors), ground transportation, military, tourism, museum, theme park, hotel association, artists, musicians, and civic organizations (e.g., chambers of commerce).

Stakeholder Working Group member responsibilities will include: comment on evaluation measures, conceptual alternatives, and the screening process; provide feedback on public participation activities; assist in the development of the Stakeholder Database; give feedback to the consultant team on the clarity and comprehension of the presentations to be made to the public; and serve as a liaison to their respective organizations.

1.3.3.2 TECHNICAL ADVISORY COMMITTEE

The CONSULTANT will convene and facilitate a TAC comprised of major existing SAT tenants. It is also anticipated that members of this group will include technical staff from appropriate local, state, and federal transportation agencies, and others as identified by CITY.

TAC member responsibilities will include technical review and comment on evaluation measures, conceptual alternatives, and the screening process; provide feedback on public participation activities; assist in the development of the Stakeholder Database; give feedback to the consultant team on the clarity and comprehension of the presentations to be made to the public; and serve as a liaison to their respective organizations.

1.3.3.3 TRANSPORTATION AND PLANNING PARTNERS WORKING GROUP

The CONSULTANT will convene and facilitate a Planning Partners Working Group comprised of representatives from City's Planning Department and Transportation and Capital Improvements Department, VIA Vision 2040, and other transportation and planning-related agencies.

Transportation and Planning Partners Working Group member responsibilities will include discussion, technical review and comment on current and future planning efforts being conducted by the organizations they represent; feedback on public participation activities; assist in the development of the Stakeholder Database; give feedback to the consultant team on the clarity and comprehension of the presentations to be made to the public; and serve as a liaison to their respective organizations.

Task 1.3.3 Advisory Committees

Task 1.3.3 Advisory Committees	1.3.3.1 Stakeholder Working Group	1.3.3.2 TAC	1.3.3.3 Transportation and Planning Partners Working Group
Tasks	<ul style="list-style-type: none"> • Create list of potential group members • Prepare group charter¹ • Plan and facilitate up to two two-hour Stakeholder Working Group meetings at or prior to key decision milestones² • Secure meeting space • Send invitations and track attendance • Draft agendas for all meetings • Prepare meeting materials • Prepare graphic displays and handout materials • Manage day-of meeting logistics including refreshments and set-up. • Facilitate meetings. • Provide technical SME staffing at meetings • Compile stakeholder group comments • Develop meeting summary 	<ul style="list-style-type: none"> • Create list of potential group members • Prepare group charter • Plan and facilitate up to two two-hour TAC meetings at or prior to key decision milestones • Secure meeting space • Send invitations and track attendance • Draft agendas for all meetings • Prepare meeting materials • Prepare graphic displays and handout materials • Manage day-of meeting logistics including refreshments and set-up. • Facilitate meetings • Provide technical SME staffing at meetings • Compile technical group comments • Develop meeting summary 	<ul style="list-style-type: none"> • Prepare group charter • Plan and facilitate up to two two-hour meetings • Secure meeting space • Send invitations and track attendance • Draft agendas for all meetings • Prepare meeting materials • Prepare graphic displays and handout materials • Manage day-of meeting logistics including refreshments and set-up. • Provide technical SME staffing at meetings • Compile group comments • Develop meeting summary
Responsibilities	<ul style="list-style-type: none"> • CONSULTANT (WSP): Convene and facilitate meetings: create technical exhibits, graphic displays, and materials; provide technical SMEs to staff the meeting. • SUBCONSULTANTS (AMS & PCI): Suggest group members, prepare charter, manage pre- and day-of 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Convene and facilitate meetings: create technical exhibits, graphic displays, and materials; provide technical SMEs to staff the meeting. • SUBCONSULTANTS (AMS & PCI): Suggest group members, 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Convene meetings: create technical exhibits, graphic displays, and materials; provide technical SMEs to staff the meeting. • SUBCONSULTANTS (AMS & PCI): Prepare charter, manage pre- and day-of meeting logistics, facilitate

¹ Charter: to include purpose, goals, objectives, authority, and responsibilities of group; composition of group; when and how meetings will be held, and how reports and agendas will be handled.

²Decision milestones: planning kickoff, forecast, facility requirements, concepts, and final draft plan.

Task 1.3.3 Advisory Committees	1.3.3.1 Stakeholder Working Group	1.3.3.2 TAC	1.3.3.3 Transportation and Planning Partners Working Group
	meeting logistics, facilitate meetings, create materials and reports. <ul style="list-style-type: none"> • CITY: Secure meeting space, participate in meetings, contribute to suggested working group rosters, review and comment on meeting materials, exhibits, and reports. 	prepare charter, manage pre- and day-of meeting logistics, facilitate meetings, create materials and reports. <ul style="list-style-type: none"> • CITY: Secure meeting space, participate in meetings, contribute to suggested working group rosters, review and comment on meeting materials, exhibits, and reports. 	meetings, create materials and reports. <ul style="list-style-type: none"> • CITY: Secure meeting space, participate in meetings, contribute to suggested working group rosters, review and comment on meeting materials, exhibits, and reports.
Deliverables	<ul style="list-style-type: none"> • Working group roster • Group charter • Up to two sets of graphic displays and handout materials • Up to two draft and revised agendas • Up to two draft and revised meeting summaries • Photos for the Airport Master Plan's "library" 	<ul style="list-style-type: none"> • Working group roster • Group charter • Up to two sets of graphic displays and handout materials • Up to two draft and revised agendas • Up to two draft and revised meeting summaries • Photos for the Airport Master Plan's "library" 	<ul style="list-style-type: none"> • Working group roster • Group charter • Up to two sets of graphic displays and handout materials • Up to two draft and revised agendas • Up to two draft and revised meeting summaries • Photos for the Airport Master Plan's "library"

1.3.4 SAN ANTONIO AIRPORT SYSTEM DEVELOPMENT COMMITTEE

The ASDC’s mission is to answer the question: Is the current location of the San Antonio International Airport the right place for investments to properly position the City’s air service for the next 50 years or to consider another local option? This committee will focus on a data-driven and future-looking analysis of transportation needs. The group will meet up to 10 times, to include monthly and several “on demand” meetings.

Task 1.3.4 ASDC	
Tasks	<ul style="list-style-type: none"> • Prepare group charter • Plan up to 10 two-hour meetings • Provide facilitation for up to 10 two-hour meetings. • Secure meeting space • Coordinate schedules of CITY leadership and committee members. • Respond to committee members’ questions and information requests. • Send invitations and track attendance • Draft agendas for all meetings • Prepare meeting materials • Prepare graphic displays and handout materials • Manage day-of meeting logistics including refreshments and set-up. • Provide technical SME staffing at meetings • Compile group comments • Develop meeting summary
Responsibilities	<ul style="list-style-type: none"> • CONSULTANT (WSP): create technical exhibits, graphic displays, and materials; provide technical SMEs to staff the meeting. • SUBCONSULTANTS (AMS & PCI): Coordinate messaging, brief the facilitator, and follow-up as required for up to 10 meetings. • SUBCONSULTANT: Prepare for and facilitate up to 10 meetings. • CITY: <ul style="list-style-type: none"> ○ Secure meeting space, prepare charter, coordinate schedules of CITY leadership and committee members, create meeting agendas, manage pre- and day-of meeting logistics, create materials and reports, participate in meetings, contribute to suggested working group rosters, review and comment on meeting materials, exhibits, and prepare meeting summary reports. ○ Respond to committee members’ questions and information requests. ○ Take and file photos for the Airport Master Plan’s “library”.
Deliverables	<ul style="list-style-type: none"> • Up to 10 sets of graphic displays and handout materials

1.4 TOOLS AND TECHNIQUES

1.4.1 COORDINATION WITH AIRPORT PUBLIC ENGAGEMENT

Master Plan Stakeholder Engagement efforts will be coordinated with the Airport’s existing public engagement. This will include coordination of key program messages, branding, collateral materials, engagement timelines and campaigns, content and protocol for traditional social media and other efforts, and public meeting and event scheduling. Meetings and phone/videoconference coordination will include an initial planning session followed by regular twice-monthly check-in meetings or phone calls to be held between Airport outreach

staff and Master Plan stakeholder engagement representative(s).

Task 1.4.1 Coordination with Airport Public Engagement	
Tasks	<ul style="list-style-type: none"> • Coordinate messaging, branding, collateral materials. • Coordinate event, announcement, and public meeting schedules. • Coordinate stakeholder mailing lists. • Establish protocols for website content and social media content. • Share best practices, policies, and lessons learned. • Use Airport templates when applicable.
Responsibilities	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANT (AMS or PCI): Participate in regular meetings and check-ins with CITY. Provide draft material for review and approval when appropriate. • CITY: Review and comment on engagement plans as appropriate. Provide brand standards, style guide, templates. Serve as ad hoc resource.
Deliverables	<ul style="list-style-type: none"> • Messaging consistent with Airport guidelines and messaging. • Branding and materials in the style of the Airport. • Social media messaging and website content for posting on Airport sites. • Content for media releases and op-eds. • Other TBA

1.4.2 SOCIAL MEDIA AND WEBPAGE

Consulting Team will use appropriate social media platforms and webpages (e.g., the Master Plan webpage will be a subsite of the existing website for the Airport) will be used to engage and inform targeted publics and audiences. The consulting team will follow Airport guidelines and protocols for social media.

1.4.1.1 SOCIAL MEDIA

Consulting Team will create a draft and revised social media calendar and content intended to inform and engage followers on a regular basis at all phases of the planning process will be created by consulting team. Content could include the introduction of the Airport Master Plan, progress updates, event and meeting announcements, sharing visuals, graphic materials, and photos of engaged stakeholders. SAT staff will handle and respond to inquiries.

1.4.1.2 WEB PAGE

Consulting Team will create draft and revised web content will be provided for an Airport web page (or website linked to Airport web page) dedicated to communicating with the public and stakeholders about the Airport Master Plan. This web page or website is intended to be the first point of information about the Airport Master Plan for members of the public and key stakeholders. Content will be updated up to seven times at key milestones.

1.4.1.3 COMMUNITY MEMBERS' STORYTELLING PROJECT

Consulting Team will provide draft and revised overview, framework, process, and prompts will be provided for a storytelling project for community members and travelers to provide short, first-hand video accounts via personal smartphones about why SAT is important to them. The resulting videos will be used in social media, on the website, at meetings, and at the Airport to inspire people to get engaged in the Airport Master Plan process. All creative content and media will belong to the Aviation department, as sole owner.

Task 1.4.1 Social Media and Webpage	1.4.1.1 Social Media	1.4.1.2 Webpage	1.4.1.3 Storytelling
Tasks	<ul style="list-style-type: none"> • Create social media content • Develop suggested social media calendar • Post on Airport Master Plan social media platforms during meetings and events and as requested • Respond to social media comments/questions 	<ul style="list-style-type: none"> • Create initial content for Airport Master Plan webpage³ • Provide up to seven updates to website content at key milestones. 	<ul style="list-style-type: none"> • Create overview, framework, and process for the storytelling⁴ project videos. • Establish video library guidelines
Responsibilities	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANT (AMS and PCI): Draft and revised social media calendar and content consistent with Airport’s social media practices and policies. • CITY: Review and comment on social media content and calendar. Post on social media as appropriate. Respond to comments/questions on social media. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANT (AMS and PCI): Draft and revised webpage content and updates • CITY: Review and comment on content and updates. Upload and update website as appropriate. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANT (AMS and PCI): Provide program guide, instructions, and prompts for video storytelling; coordinate mini-campaigns to encourage storytelling at the Airport and events. • CITY: Review and comment on storytelling project. Assist in identifying Airport locations and dates for recording and posting videos.
Deliverables	<ul style="list-style-type: none"> • Social media calendar • Content for up to 50 Airport Master Plan-related posts. 	<ul style="list-style-type: none"> • Initial content for webpage • Periodic webpage updates. 	<ul style="list-style-type: none"> • Video program overview, instructions, prompts, video library guidelines, and 30- to 60-second videos recorded on storytellers’ smartphones.

³ Content could include interactive or self-guided presentations, electronic copies of study documents, calendar of Airport Master Plan events and meetings, meeting summaries and reports, survey results, graphics.

⁴ Military spouses might talk about their loved ones coming back from overseas/outstation assignments/postings, grandparents might talk about their grandkids’ arrivals for a summer vacation, infrequent travelers might talk about their first trip, gate agents might talk about why they like working at SAT.

1.5 COMMUNICATIONS

Tools will be developed to inform and engage stakeholders, community members, and travelers in the Airport Master Plan development process.

1.5.1 EMAIL NEWSLETTERS/UPDATES

Consultant will prepare up to four draft and revised email newsletters/updates will be prepared for distribution online and in-person at the Airport and events regarding important junctures of the Airport Master Plan development process. The e-newsletter will serve to notify stakeholders about upcoming meetings, progress reports, and other outreach activities.

1.5.2 INFORMATIONAL AND EDUCATIONAL MATERIALS

Consultant will produce draft and revised informational and educational materials will be produced as hard copy and electronically for the webpage, email, and social media. Materials will include up to two fact sheets, up to 15 flyers/invitation, one public meeting notice, up to two FAQ sheets, up to two palm cards, a website glossary, up to two PowerPoint presentations, one "add me to your mailing list" card and comment card, and up to two activity sheets for kids. CONSULTANT will produce a style guide for internal use during the Airport Master Plan process.

1.5.3 DESIGN

Consultant will design a draft and revised "family look" for printed and online materials will be designed to include appropriate colors, images, and messages for the proposed project that are compatible with SAT's logo and branding.

1.5.4 PUBLIC INFORMATION KIT

Throughout the Airport Master Plan, Airport representatives may be asked to speak to community associations, civic clubs, and other organizations with an active interest in the Airport. CONSULTANT will prepare a standard package of visual aids such as models, summary brochures, or computer presentations to use at these events to maintain support for the Airport development program. The public information kits will be updated up to six times.

1.5.5 COMMUNITY AND GOVERNMENT COMMUNIQUES

Up to six draft and revised brief announcements and write-ups about current Airport Master Plan-related issues, news, and surveys will be provided for inclusion in newsletters, website, or bulletins, such as City Council email blasts, Chambers of Commerce newsletters, tourism organizations", PSA's, newsletters and email blasts.

Task 1.5 Communications	1.5.1 Email newsletters and updates	1.5.2 Informational and educational materials	1.5.3 Design	1.5.4 Public information kit	1.5.5 Community and government communiqués
Tasks	<ul style="list-style-type: none"> Develop, publish, and distribute via email up to four newsletters about the Airport Master Plan. 	<ul style="list-style-type: none"> Develop and publish up to two fact sheets Develop and publish up to 15 flyers/invitations Develop one public meeting notice for print Develop and publish up to two FAQ sheets Develop and publish up to two "palm cards" Develop glossary for website. Develop up to two PowerPoint presentations Develop one "add me to mailing list" card and comment card Develop up to two outreach activity sheets for kids. Develop a style guide 	<ul style="list-style-type: none"> Design graphics and specific colors and type for print/web assets include up to four newsletters, up to two fact sheets, up to 15 flyers/invitations, one public meeting notice, up to two FAQs, up to two "palm cards", a glossary, a PowerPoint template, one "add me to your mailing list" cards and comment card, up to two outreach activities for kids, and a style guide. 	<ul style="list-style-type: none"> Compile a public information kits, to be updated up to six times, to use at events to include existing Airport Master Plan assets such as models, fact sheets, FAQs, mailing list card, brochures, boards, or computer presentations. 	<ul style="list-style-type: none"> Create up to six brief announcements and write-ups about current Airport Master Plan-related issues, news, and surveys for inclusion in community and government newsletters, website, bulletins

Task 1.5 Communications	1.5.1 Email newsletters and updates	1.5.2 Informational and educational materials	1.5.3 Design	1.5.4 Public information kit	1.5.5 Community and government communiqués
Responsibilities	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANTS (AMS and PCI): Draft and revised newsletters. Email newsletters. • CITY: Review and comment on newsletter content. Post on social media and website. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANTS (AMS and PCI): Draft and revised materials. Distribute as appropriate. • CITY: Review and comment on design and content. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANTS (AMS and PCI): Draft and revised graphics, colors, and type specs for print and electronic use. • CITY: Review and comment on design, colors, type. Implement throughout Airport Master Plan. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANTS (AMS and PCI): Assemble and curate stakeholder engagement kits • CITY: Review and comment on stakeholder engagement kit contents. Store and manage kits. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANTS (AMS and PCI): Draft and revised announcements and write-ups. • CITY: Review and comment on content. Distribute via email.
Deliverables	<ul style="list-style-type: none"> • Electronic newsletters 	<ul style="list-style-type: none"> • Fact sheets • Flyers • Meeting notice • FAQ sheets • "Palm cards" • Glossary • PowerPoint slides • "Add me to your mailing list" card and comment card • Outreach activity sheets for kids. • Style guide 	<ul style="list-style-type: none"> • Graphics • Color and type specifications 	<ul style="list-style-type: none"> • Stakeholder engagement Kit checklist • Stakeholder engagement Sample Kit 	<ul style="list-style-type: none"> • Brief announcements and write-ups

1.6 SPECIAL OUTREACH

Efforts to engage specific populations, stakeholders, and audiences will be made throughout the Airport Master Plan process.

1.6.1 ENVIRONMENTAL JUSTICE INITIATIVES

Environmental Justice initiatives and outreach will be integrated into all facets of stakeholder and community engagement for the Airport Master Plan, along with specific outreach related to limited English proficiency populations, and will include a thoughtful focus on diversity when identifying target audiences and stakeholders.

1.6.2 COMMUNITY AND GOVERNMENT PLANNING COORDINATION

Up to four planning and community/stakeholder engagement activities will be coordinated with other planning efforts that are concurrent with Airport Master Plan, e.g., SA Tomorrow Comprehensive Plan, VIA's Rapid Transit Corridors study.

1.6.3 MEDIA RELATIONS AND OUTREACH

At important junctures of the Airport Master Plan development process, consulting team will support SAT and CITY PIOs and communications officers and will develop up to six media releases, up to six requests for coverage, and up to three other media outreach activities (e.g., op eds) for SAT and CITY.

1.6.4 AD HOC STAKEHOLDER ENGAGEMENT SUPPORT

Consultant will support SAT staff as needed, e.g., preparing talking points for specific outreach situations and occasions, speeches/remarks, PowerPoint presentations for SAAS management elected officials, City Manager Staff, volunteer leadership.

Task 1.6 Special outreach	1.6.1 Environmental Justice Populations	1.6.2 Community and government planning coordination	1.6.3 Media relations and outreach	1.6.4 Ad hoc stakeholder engagement support
Tasks	<ul style="list-style-type: none"> • When applicable • Translate written materials • Provide on-site English-to-Spanish interpretation during public meetings • Place media releases and advertisements in both English- and Spanish-language media • Be sensitive to timing, accessibility, and transit availability when selecting meeting locations and dates/time 	<ul style="list-style-type: none"> • Coordinate up to four activities related to planning and community/stakeholder engagement efforts with other planning efforts 	<ul style="list-style-type: none"> • Create content for up to six draft and revised media releases and requests-for-coverage and up to three other outreach activities (e.g., op-eds) • Organize an electronic media kit for press conferences and online • Assist CITY PIO in orchestrating up to two press conferences, including releases, remarks, and logistics • Assist CITY PIO in coordinating up to one Airport Master Plan-related media tour including releases and remarks. 	<ul style="list-style-type: none"> • Consultant will provide stakeholder and engagement and outreach support when needed/ requested.
Responsibilities	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANT (AMS and PCI): Identify and recommend special translation/interpretation needs, media outreach, and meeting location/date/time sensitivities • CITY: Identify translation and interpretation needs as appropriate. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANT (AMS and PCI): Identify and recommend opportunities to coordinate with other planning endeavors • CITY: Arrange for booth/table/ other representation in CITY or other agency events and provide staff members to support consultants. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANT (AMS and PCI): Assist CITY PIO in creating content, orchestrating press conferences, and planning media tours. • CITY: Review content of releases, op-eds, remarks, and invitations; secure locations; schedule media events on SAT and CITY managers' calendars 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant. • SUBCONSULTANT (AMS and PCI): Assist SAAS staff as requested (e.g. messaging, speeches). • CITY: Brief consultants on ad hoc needs as they occur; review content.

Task 1.6 Special outreach	1.6.1 Environmental Justice Populations	1.6.2 Community and government planning coordination	1.6.3 Media relations and outreach	1.6.4 Ad hoc stakeholder engagement support
Deliverables	<ul style="list-style-type: none"> • Up to 19 translations and 16 interpretations. 	<ul style="list-style-type: none"> • Create and update calendar reflecting possible event dates • Prepare short reports on participate in other planning efforts events • Photos for the Airport Master Plan's "library" 	<ul style="list-style-type: none"> • Media releases • Requests for coverage • Op-eds • Media kits • Remarks for press conferences and media tours 	<ul style="list-style-type: none"> • Written documents. • Briefings as needed.

1.7 MEETINGS AND GATHERINGS

Traditional and non-traditional meetings will be held to communicate information and seek input about the Airport Master Plan in an organized and expeditious manner. Meeting topics may include: the decision-making process, identification of community values and issues, engineering/environmental data, and conceptual alternatives/alignments. The Consulting Team will prepare agendas, notification of meetings, informational materials, exhibits, handouts, and exhibits for each meeting. A post-meeting report will document each meeting.

1.7.1 "POP-UP" MEETINGS

Up to four pop-up events will be planned that will include administering intercept surveys (surveys that are conducted in-person in a public place) and sharing information. Possible venues for pop-ups include: SAT passenger terminals and rental car facilities, and in venues such the Walker Ranch Historic Park, Morgan's Wonderland, Siclovia, Folklife Festival, Spurs games, VIA park-and-ride facilities, public library story time sessions for kids, Alamo Bowl football game, large downtown hotel lobbies, boat ride queue on the Riverwalk, Fiesta, and other local venues and gatherings.

1.7.2 ONE-ON-ONE/SMALL GROUP BRIEFINGS

Up to 16 meeting opportunities for SAT management will be organized and scheduled by the consulting team. Meetings will take place with elected officials, individual stakeholders, and existing community organizations⁵. Such meetings may be scheduled with community boards, elected officials, civic organizations, and other interested organizations. Consulting team members will accompany Airport representatives when requested.

1.7.3 PUBLIC OPEN HOUSE MEETING

One public open house meeting in up to four locations will be coordinated toward the end of Phase I to share Airport Master Plan progress with the public and stakeholders and gather input to inform the final Airport Master Plan. The meeting will be advertised at least two weeks prior to the public open house in the relevant newspapers/online periodicals. Elected officials will be notified by mail prior to the notices appearing in the newspapers. Notices to individuals included in the project database will be sent, messaging will be posted on interactive media, and media releases will be prepared. Public comments will be solicited at the meeting and afterwards up to 10 days after the open house meeting. A Documentation of Public Meeting will be developed, to include a comment/response matrix, notices, sign-in sheets, comments received, exhibits, handouts, photographs, and a description of any project modifications. Acknowledgement/response letters will be sent to public meeting commenters.

⁵ Existing community organizations include civic clubs; military leadership; chambers of commerce; nearby homeowners and property owners' associations' leadership; economic development officials; tourism organizations; transportation leaders; business leaders; environmental groups; and others. comprised of visual aids, as well as a PowerPoint presentation, to use at these events to inform and engage community members.

Task 1.7 Meetings and Gatherings	1.7.1 Pop-up meetings	1.7.2 One-on-one/small group briefings	1.7.3 Public Open House
Tasks	<ul style="list-style-type: none"> • Coordinate up to four pop-up meetings. • Prepare informational materials, exhibits and handouts • Document each meeting with minutes. • Relay the meeting minutes to each meeting participant • Include the meeting minutes in the Airport Master Plan data records. 	<ul style="list-style-type: none"> • Schedule up to 16 individual and group meetings for Airport officials. • Prepare packets and materials for meetings • Write brief meeting summary report 	<ul style="list-style-type: none"> • Schedule one public open house meeting in four locations. • Secure meeting space • Plan and coordinate meetings • Send invitations to individuals in the project database • Mail or email invitation letters to elected officials • Publish public notices/ advertisements • Create media releases • Create social media and website content • Draft agenda for all meetings • Create floorplan/layout for meeting set-up • Prepare meeting materials • Prepare graphic displays and handout materials • Prepare PowerPoint presentation and talking points • Manage day-of meeting logistics including refreshments and set-up. • Arrange for interpreters, court reporter and security • Brief/train SAT staff and consulting staff members • Facilitate meetings • Provide technical SME staffing at meetings • Provide staff people to help with logistics day-of meeting • Compile comments • Develop meeting summary • Send acknowledgment letters to commenters.

Task 1.7 Meetings and Gatherings	1.7.1 Pop-up meetings	1.7.2 One-on-one/small group briefings	1.7.3 Public Open House
Responsibilities	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant; provide technical SMEs and staff members to assist with logistics and create technical exhibits, graphic displays, and materials • SUBCONSULTANTS (AMS & PCI): Plan, coordinate, and staff meeting; manage pre- and day-of meeting logistics and arrangements, create materials and reports • CITY: Secure meeting space and/or location permission, participate in meetings, contribute to suggested agenda, review and comment on meeting materials and reports. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant; create graphic displays and materials • SUBCONSULTANTS (AMS & PCI): Plan, schedule, and coordinate meetings; and staff meetings as requested; manage pre- and day-of meeting logistics and arrangements, create materials and reports • CITY: Provide managers' schedules for appointment-setting; participate in meetings, contribute to suggested agenda, review and comment on meeting materials and reports. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant; provide technical SMEs and staff members to assist with logistics; convene and facilitate meetings; create technical exhibits, graphic displays, and materials • SUBCONSULTANTS (AMS & PCI): Plan, coordinate, and staff meeting; manage pre- and day-of meeting logistics and arrangements, facilitate meetings; create materials and reports • CITY: Secure meeting space, participate in meetings, contribute to suggested agenda, review and comment on meeting materials, exhibits, and reports.
Deliverables	<ul style="list-style-type: none"> • Informational materials, exhibits and handouts • Short report to document each meeting. • Photos for the Airport Master Plan's "library" 	<ul style="list-style-type: none"> • Informational materials, exhibits and handouts • Short report to document each meeting. • Photos for the Airport Master Plan's "library" 	<ul style="list-style-type: none"> • Open house/meeting plan and layout • Agenda and materials • Invitations and announcements • Advertisements and media releases • Social media and website content • Display boards and exhibits • Talking points and PowerPoint presentation • Documentation of Public Meeting • Photos for the Airport Master Plan's "library"

1.8 SURVEY AND DATA COLLECTION

The CONSULTING TEAM will track all stakeholder engagement activities and document each outreach and data collection opportunity. Surveys will be conducted in order to systematically collect input from stakeholders, community members, and travelers. Public comments and feedback will be incorporated into the overall Airport Master Plan decision-making process at each of the three phases and overall.

1.8.1 SURVEYS

The Consultant Team will conduct up to three surveys will be conducted to gain input from stakeholders on critical issues in major functional categories, such as facilities, business, operational, properties, and environmental issues as well as invitations to comment on categories not mentioned above.

1.8.2 METRICS MATRIX

An ongoing “metrics matrix” will track community and stakeholder engagement participation and create monthly and on-request reports. Measurements will include numbers of:

- Community representatives participating in the working groups
- Community meetings held
- Attendees at community meetings
- Written surveys conducted and collected
- Meetings with Mayor & City Council members
- Meetings with County Judge & Commissioners
- Pop-up (intercept) events
- People engaged in social media (e.g., likes, shares, page visits, retweets)
- Media releases and stories
- Written or email comments collected
- Names on the stakeholder database
- E-blasts to the stakeholder database

1.8.3 MAPS AND EXHIBIT MARK-UPS AS DATA

Consulting team will, when and where appropriate, collect comments from stakeholders and community members at meetings and events on maps, development plans, models, and other visual assets and include the information in the data portion of the study.

1.8.4 STAKEHOLDER ENGAGEMENT PROGRAM DOCUMENTATION

Documentation of the stakeholder engagement program will appear in an appendix to the Airport Master Plan. Copies of committee rosters, meeting minutes, advertisements,

newsletters, and other elements of the stakeholder engagement effort will be placed in an appendix as the official record of the stakeholder engagement program. The documentation will be collected and reported regularly over the course of the study rather than being prepared at the end of the process, and will be available on the web page.

Task 1.8 Survey and data collection	1.8.1 Surveys	1.8.2 Metrics matrix	1.8.3 Maps and exhibits data	1.8.4 Stakeholder engagement program documentation
Tasks	<ul style="list-style-type: none"> • Create up to three survey instruments for Stakeholders. Invite stakeholders, community members, and travelers to participate in surveys via e-blasts and social media • Conduct online surveys (use hard copy when appropriate) • Compile and report survey results 	<ul style="list-style-type: none"> • Create metrics matrix • Update metrics matrix after each event, meeting, milestone, or outreach activity • Compile a final metrics matrix at the end of the study 	<ul style="list-style-type: none"> • Create maps, plans, models for stakeholder review and comment • Invite stakeholders, community members, and travelers to comment on maps, plans, and models • Include images of comments in periodic and final reports 	<ul style="list-style-type: none"> • Place copies of stakeholder engagement materials used during the study into the meeting record as an appendix to the final study document • Post final report on the webpage
Responsibilities	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant • SUBCONSULTANTS (AMS and PCI): Draft and revised survey instrument and survey results; report results as appropriate • CITY: Review and comment on survey instruments and reports. Post results on social media as appropriate. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant • SUBCONSULTANTS (AMS and PCI): Draft and revised list of metrics to keep track of; update matrix; create periodic reports using the list of metrics • CITY: Review and comment on metrics matrix and reports. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant; create maps, plans, and maps for public comment; facilitate public commenting sessions; analyze data for final report • SUBCONSULTANTS (AMS and PCI): Invite stakeholders to comment; assist in facilitating public comments on maps and exhibits • CITY: Review and comment on input from stakeholders, the community, and travelers. 	<ul style="list-style-type: none"> • CONSULTANT (WSP): Supervise and review work of subconsultant • SUBCONSULTANTS (AMS and PCI): Draft and revised stakeholder engagement report • CITY: Review and comment on final stakeholder engagement report; post final report on webpage
Deliverables	<ul style="list-style-type: none"> • Survey instruments • Compilation of survey results • Survey trends and analytics. 	<ul style="list-style-type: none"> • Metrics matrix periodic reports • Metrics matrix final report 		<ul style="list-style-type: none"> • Final stakeholder engagement report

1.9 ASDC COORDINATION

A critical element of any successful airport strategic plan going forward will be the degree to which aviation consumers and critical stakeholders perceive that any proposed solution is indeed relevant and suitable to meet the needs of the region. To that end, the Mayor of San Antonio has formed the ASDC whose members represent multiple interests and stakeholders in San Antonio and are tasked to make recommendations for an appropriate solution for the future of the Airport.

These leaders will work over 6-10 months through Phase I to:

- Work to understand the variables involved in determining a future solution for the Airport as presented by subject matter experts and consultant team
- Provide community insights about what criteria the public and stakeholder interests have for what would constitute a desirable solution based on the current social, economic and commercial landscape and trajectory of the city
- Deliberate the benefits and tradeoffs of the multiple notional solutions
- Make recommendation to the mayor and city council as to what location scenario/solution they believe best meets the needs of the City of San Antonio going forward

For this type of stakeholder input process to succeed, it is essential to provide professional, neutral stakeholder engagement and facilitation support. The SUBCONSULTANT (Arquero) will be responsible for providing process management and delivery of the neutral stakeholder convening process.

Committee facilitation and process management includes but is not limited to the following tasks and activities:

- Take directions and directly report to the ASDC Chairman and facilitate group discussion and deliberation according to his direction
- Confer with client staff and prime contractor to develop scope and schedule for critical elements of information/education to be provided to members of the committee
- Monitor progress, stakeholder feedback, and adaptively manage facilitate the process to maintain high stakeholder participation and satisfaction with the process
- Facilitate an estimated 6 to 10 sessions of the ASDC. Each session would include different combinations of the following components based on the needs identified by the participants and facilitated by the sub-contractor:
 - Subject matter expert information/education on variables and considerations related to aviation planning and the needs of the region;
 - Committee member input on the issues at hand and requests for additional information and insight to guide the process;
 - Committee participant dialogue and deliberation the issues at hand, information presented, and community priorities to progressively work toward narrowing of focus and ultimately a recommendation to the mayor and City Council;
 - Site visits as requested by the task force; and
 - Other agenda items as directed by the ASDC Chairman.

- Facilitate a process management support team comprising the committee chair, one or two members, and key process support personnel. This support team will meet routinely, both before and after each full committee convening to:
 - Assess the progress and disposition of the committee and its members;
 - Share and consider formal and informal feedback from participants to ensure alignment and responsiveness to stakeholder needs and concerns;
 - Design meeting agendas;
 - Make assignments for preparation of materials and presentations;
 - Plan for the logistics, staging, and execution of convenings; and
 - Evaluate the convenings for follow on actions and lessons learnable based on participant feedback.
- Meet individually and in sub-groups on an ongoing basis with members of the committee to:
 - Solicit candid feedback on their assessments of and confidence in the progress the process;
 - Solicit what information and interaction they see as critical to maintaining engagement and achieving the committee deliverables; and
 - Address any concerns that arise to maintain trust in the process and retain high degree of engagement.

Responsibilities:

- **CONSULTANT (WSP):**
 - Prepare, provide and present all technical/programmatic information requested by the committee both at and between convenings;
 - Engage in routine collaboration with SUBCONTRACTOR to confer on needs identified by participants and indicated by the process to proactively plan for and respond to needs; and
 - Produce any reports stemming from the stakeholder process that are technical or programmatic in nature.
- **SUBCONSULTANT (Arquero):**
 - Moderate and project manage stakeholder committee as outlined above
 - Provide routine progress and accountability reporting to CONSULTANT on activities performed related to above
 - Provide frank and neutral representation to CITY and CONSULTANT on behalf of the feedback, needs and disposition of the committee and its members
 - Ensure timely progress on working toward the completion of the deliverable – a consensus recommendation on a desired location. Being that stakeholder processes are highly subjective, “Timely progress” will be a determination made by the mayor’s appointed committee chairman and the client.
 - Produce minutes and proceedings stemming from the stakeholder process that are non-technical or programmatic in nature
 - Provide editorial input into the crafting of final report from the stakeholder process to ensure fidelity to the expressed findings of the participants

- **CITY:**

- Facilitate logistics of meetings with stakeholders and infield visits;
- Provide stakeholder scheduling, coordination and communication support to the process; and
- Provide any material support needed in service to the process such as procurement of consumable supplies, production of copies for participants, meeting facilities, catering and hospitality.

Travel:

- Travel for 2 people for 2 days to conduct interviews, including flights, hotels, rental car and meals.

Deliverable:

- Produce minutes and proceedings stemming from the stakeholder process that are non-technical or programmatic in nature; and
- Support ASDC Chairman in leading committee to arrive at a consensus recommendation on future placement of the Airport.

2 EXISTING CONDITIONS

The purpose of this study element is to assemble and organize relevant information, data, and mapping to be used throughout the study in support of various analyses. This element will maximize the use of existing information and will prepare new data and documentation only when existing information is unavailable, incomplete, or outdated.

2.1 EVALUATE EXISTING DOCUMENTS AND CONDUCT INTERVIEWS

The CONSULTANT will evaluate existing documents and/or previous planning efforts, such as five-year CIP and recently completed gate utilization study, for their use in the Airport Master Plan process.

Responsibilities:

- **CONSULTANT (WSP):**
 - Evaluate existing documents and drawings.
 - Interview airport staff and stakeholders
- **CITY:** Facilitate field visits and meetings with stakeholders.

Travel:

- Meeting with/technical visit of SAT's Air Traffic Control Tower and TRACON and, if needed, with the ATCT and operators of Randolph Air Force Base (JBSA) and Kelly Field (JBSA and Port San Antonio);
- Meeting with the air carriers (station managers and local liaison pilots); and
- Meeting with the CITY: operations, strategy & development, environmental stewardship, customer experience, properties, and asset & planning.
- Two four-person trips for 5 business days each.

Deliverable:

- Compilation of existing documents for input to future tasks.
-

2.2 PASSENGER TERMINAL FACILITIES

The inventory for the terminal will consist of a review of data and studies previously compiled as well as on-site observations and interviews to understand the operating conditions of the terminal.

Inventory and Kick-off:

The initial trip will begin with meetings and consultations with airport staff (including Operations, Engineering, Environmental Stewardship and other key departments), and other governmental agencies as appropriate. The consultant team will brief the staff on the purpose of the activities to be conducted and familiarize them with the overall planning goals and schedule. The initial meetings will provide an opportunity to discuss any previous planning work and the conditions/issues that may have changed since any previous concepts were developed.

The consultant team will meet individually with major airlines and other tenants to determine the utilization of their present leased areas and their individual perceptions of the adequacy of those areas. Meetings will also be held with government agencies responsible for security, customs, etc.

Each airline and each airport division will be requested to complete a Facilities Requirements Questionnaire to enable them to express their individual requirements directly. These questionnaires generally are processed by the airlines' Facilities Departments. The Airport will be requested to ask the airlines that these questionnaires should be expedited to assure timely input of the airlines' individual requirements and forecasts to meet the study's schedule. Similar questionnaires will be distributed to all airport concessionaires. The results of these questionnaires will be provided to the Airport for review, but only presented in an aggregated form in public documents to protect airline proprietary information.

Observation Surveys:

To understand how the existing terminal functions in detail throughout the day, and to confirm any passenger activity characteristics provided by the Airport, observations will be made of actual activity in the terminal. These observation surveys will:

- Establish passenger flow patterns;
- Identify areas of congestion during peak periods;
- Calculate average service times for critical passenger processing elements;
- Establish relative levels of service for major passenger processing areas;
- Observe baggage handling system; and
- Determine modal splits and dwell times at curbs.

Activity Questionnaires:

Formal surveys of airline activity using activity questionnaires will be conducted to gather specific data for determining peak hour activity. This will include the following actual data for each flight to form a consistent data base that can be correlated with the observation surveys:

- Enplaned, deplaned and transfer passengers;
- Enplaned and deplaned baggage;
- Domestic or international flight;

- Actual arrival and departure block times; and
- Gate utilized.

The airline data is normally collected for a seven-day period early in the study and decided by Consultant and the SAAS. This actual data, together with the daily schedule data obtained electronically from the Official Airline Guide (OAG) form the basis for developing the activity characteristics of the terminal. With cooperation from the airlines, this data is normally readily obtainable from station records. Analyses of the data are performed with the proprietary in-house computer program of one of our team members to determine typical load factors, checked baggage/passenger ratios, gate utilization and peak hour passenger volumes and assumptions will be presented in the documentation of existing terminal capacity.

Responsibilities:

- **CONSULTANT (WSP):** supervise work of subconsultant Hirsh.
- **SUBCONSULTANT (Hirsh):** prepare inventory of existing conditions for the passenger terminal facilities.
- **CITY:** provide information to CONSULTANT, facilitate access for technical visits, facilitate surveys and questionnaire dissemination.

Travel:

- One two-person trip for a representative of WSP and Hirsh.

Deliverable:

- Consultant will prepare a working paper will be prepared at the conclusion of this task summarizing the findings of the activity surveys, data gathering and inventory tasks.

2.3 AIRPORT SUPPORT FACILITIES

The CONSULTANT will develop a thorough inventory of the SAT support facilities, including all SAAS staff functions, such as administration, airport maintenance, aircraft rescue and firefighting (ARFF), public safety buildings and fuel facilities, main aviation fuel supply lines, security fencing and cameras. Previous studies will be reviewed and the buildings will be visited and a meeting with employees responsible for each function will take place. The inventory of physical facilities and land uses include those which presently exist within the boundaries of airport properties, (owned or leased) that have not been previously inventoried in previous studies

The inventory will summarize the physical facility's type, size, condition, and use. The work effort will make maximum use of existing information available. These inventories will identify and describe existing facilities, noting type (i.e., hangars, pavement, etc.), size (i.e., approximate dimensions or square-footage), condition (i.e., excellent, fair, poor), use (i.e.,

current tenant, or the description of how the facility is being utilized) and existing utility services (water, electric, gas, and sanitary sewer).

Specifically, the CONSULTANT will:

- Develop a questionnaire to be completed by the airport staff prior to the interviews;
- Assemble and review copies of previous studies and/or reports pertinent to the project;
- Assemble and review available drawings of existing facilities;
- Tour existing client facilities and meet the facilities' staff to fully understand their function and capabilities; and
- Review lists of current vehicles and equipment, their current location, and projected fleet growth.

Responsibilities:

- **CONSULTANT (WSP):** Develop inventory summary of SAT's Support Facilities.
- **CITY:** Provide information and review inventory.

Travel:

- Travel for two people for three full days of tours and interviews, including flights, hotels, rental car and meals.

Deliverables:

- Airport Support Facility Inventory summary of existing conditions and input to later tasks.

2.4 AIRSPACE AND AIRFIELD OPERATIONS

Air traffic activity data for the airport will be collected and organized from various sources such as FAA's Operations and Performance Data Site, including database access and reporting systems: Aviation System Performance Metrics, Operational Network, Traffic Flow Management Systems Counts, Terminal Area Forecast, and Business Jet Reports. The noise monitoring system will also be used to identify air traffic, along with obtaining information from Airport staff, Customs and Border, tower staff, and tenants.

Relevant data on general aviation activity will be collected. The assembled data will include, as available:

- Commercial aviation activity including historical landings;
- General aviation activity including operations (local and itinerant) and based aircraft, including based and itinerant jet operations;
- Military activity including operations (local and itinerant);
- Existing instrument approach capability and associated weather minima; and

- Runway use by aircraft type for noise contour development (which will be part of Phase II scope).

The consultant team will review and perform inventories of airspace and air traffic procedures in the area of SAT. The team will conduct interviews with air traffic managers, if appropriate, to develop a description of aircraft operations and airspace near the airport.

This task will also collect information to support the facility requirements analysis, Task 7 including:

- Understand the “big picture” of airside capacity at SAT;
- Identify the key issues limiting capacity;
- List ongoing and planned airside capacity enhancement projects;
- Confirm the current schedule of these projects and assess their dependencies, and;
- Discuss common ambitions of the stakeholders in terms of airspace/airfield operations and airside capacity.

The inventory of airspace and airfield existing conditions will consist of the collection of the following data:

- Runway and taxiway geometry, apron layout, pavement bearing strength and condition, obstacle limitations, Modifications of Standards (MOS) and deviations, NAVAIDS;
- Aircraft movements, aircraft fleet mix, timetables and effective arrivals and departures sequences, weather data;
- Existing operational restrictions (e.g. wingspan or thrust limitations), design aircraft by airfield item (runway, taxiway, taxilane, etc.), aircraft stand “matrix” (list of compatible aircraft types);
- List and schedule of airfield projects related to airfield/airspace operations (e.g. NextGen projects) or part of the Airport Capacity Improvement Program (CIP) (e.g. new runway entrance taxiway);
- Flight procedures: Standard Instrument Departure Routes and Standard Arrival Routes (SID/STARS), entry/exit points, noise abatement/mitigation procedures;
- FAA-programmed changes to the area airspace and SAT procedures;
- Conflicts with airspace users from Kelly Field, Randolph AFB, and other aviation facilities or activities (e.g. gliders) in Greater San Antonio; and
- Existing Unmanned Aerial Systems (UAS) – determine the current status of UAS operations at or near SAT through discussions with fixed base operators (FBOs), tenants and the air traffic control tower (ATCT), and document if there is a current or future need to provide facilities for UAS.

Responsibilities:

- **CONSULTANT (WSP):**
 - Perform inventory of existing conditions.
 - Collect and compile data for next steps.

- **CITY:** Facilitate infield visits and meetings with stakeholders.

Travel:

- Travel for two people for three days for interviews, including flights, hotels, rental car and meals.

Deliverable:

- Input to subsequent tasks.

2.5 SAFETY RISK ASSESSMENT OF AVIATION SAFETY CONDITIONS AT RUNWAY THRESHOLD 31L

The threshold of Runway 31L currently intersects Runway 4-22. Threshold 31L intersects approximately ¼ of the way down Runway 4, near the high-energy portion of Runway 4. This intersection has been the cause of aircraft deviations at SAT in the past. FAA design standards and best practices promote runway decoupling to increase the level of safety.

In order to evaluate the best option for enhancing airfield geometry around the Runway 4 end, including the currently-programmed runway decoupling option and recent geometry changes, a Safety Risk Assessment (SRA) will look specifically at the hazards and their associated risks of the intersecting runways.

The following list represents the tasks to complete the SRA:

- **Coordination:** Meet via conference call with the Airport and the consultant team
 - Discuss the overall project and roles;
 - Confirm established risk matrix and definitions for severity and likelihood (SAT established Safety Management Systems (SMS) Manual or the FAA Desk Reference);
 - Identify required documentation and or information needed in advance of the SRA;
 - Identify appropriate members for SRA Panel of SMEs and stakeholders; and
 - Confirm schedule requirements for completion and documentation (final report).
- **Coordination:** Meet on-site to discuss the alternatives and determine the hazards and associated risks to be assessed. Review all available documentation to ensure a complete assessment can be made.
- **Prepare Invitation:** Prepare a draft SRA invitation for project sponsor approval, including:
 - Invitation will include any graphics, drawings, or photos necessary to illustrate the project or proposed system change to be analyzed;
 - Invitation will provide a list of required documentation/information, data the panel members need to bring (e.g.: list of past accidents/incidents, aircraft performance data, aircraft deviations, etc.);
 - Invitation will provide SRA logistical information (date, time, place, lunch...etc.); and

- Identify RSVP requirements and ownership (periodic updates of RSVP list will be required and or provided as necessary) to consultant team shortly before date of SRA (within a week prior to the Panel meeting)
- Confirm logistics;
- Confirm attendees;
- Identify any challenges or challenging panel SME; and
- Confirm roles of each participant.
- Conduct SRA (on-site): (Plan for one full business day, two full days on site) The SRA will be conducted in accordance with the SAT SMS processes and procedures and FAA Order 8040.4B.
 - Describe the System (using the "5M" model);
 - Identify the Hazards (associated with the proposed change or project);
 - Analyze the Risks (associated with each identified hazard);
 - Assess the Risks (determine the severity and likelihood of each);
 - Propose solutions for mitigating the risks;
 - Assess qualitatively and quantitatively the cost-benefit of the currently-programmed solution and up to two additional alternatives to assist decision making about the best alternative; and
 - Document the Mitigations Plan (preliminary draft).
- Prepare Draft Document SRA results
 - Provide draft report to the SRA Panel members for review and approval prior to finalizing.

Note: The final SRA report will be finalized and signed after the proposed solutions are analyzed and the draft SRA report is updated in Phase II Alternatives.

Responsibilities:

- **CONSULTANT (WSP):**
 - Direct the SRA process on behalf of the Client.
 - Supervise work of subconsultant Faith Group.
 - Provide technical support and aviation safety expertise.
- **SUBCONSULTANT (FAITH GROUP):**
 - Provide SRA facilitator.
 - Prepare and follow up on invitations
 - Prepare draft SRA report.
 - Provide aviation safety expertise.
- **CITY:**
 - The Airport will provide the necessary drawings and data to assist with the SRA, including recent airfield construction cost estimates.
 - The Airport will provide the meeting space and lunch.

Travel:

- Travel for three persons for the SRA on-site meeting (two days)

Deliverables:

- Draft invitation (This will include the package of information for the Panel members).
- Minutes of the SRA meetings and any necessary analysis results.
- Draft SRA report.

2.6 INVENTORY SOCIOECONOMIC DATA AND VICINITY LAND USE AND CONTROLS

The CONSULTANT will collect available data on historical and forecast socioeconomic factors for the City of San Antonio and Bexar County, and other areas that may be included in the Airport catchment area. These data will include at a minimum, employment, income, and population, with emphasis on the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation.

A review of existing local and state planning and land use regulations will help ensure that the resultant Airport Master Plan is compatible with local and state long-range planning goals, objectives, and policies. In addition, this review will assess the strengths and weaknesses of local regulatory controls with regards to ensuring compatibility of the surrounding area with the airport.

Responsibilities:

- **CONSULTANT:** Assemble data based on latest available information. Identify data source in Airport Master Plan documents.
- **CITY:** Assist in collection of data, share data developed as part of air service market analysis.

Travel:

- Conduct meeting with ASDC and the TAC to discuss the current and future socioeconomic information compiled during this task.

Deliverable:

- Compilation of various data that will become inputs for later analysis in the Master Plan; and
- Participation in a meeting to discuss the results with the ASDC and TAC, as necessary.

2.7 OBTAIN METEOROLOGICAL DATA

CONSULTANT will obtain the most recent 10 years of wind data (nearest station) from the National Oceanic and Atmospheric Administration (NOA) National Climatic Data Center for use in preparing an updated wind rose for the airport layout plan. Wind roses for both an All-Weather Visual Flight Rule (VFR) and an Instrument Flight Rule (IFR) will be developed. CONSULTANT will collect other relevant weather data, such as daily high temperature and precipitation.

Responsibilities:

- **CONSULTANT (WSP):** Obtain meteorological data, purchase wind data and develop wind rose for visual meteorological conditions (VMC) and instrument meteorological (IMC).

Travel:

- No travel required

Deliverable:

- Tabulated weather and wind data for use in preparing updated VFR, IFR, and all weather wind roses.

2.8 ENVIRONMENTAL INVENTORY

Under this task, the consultant team will obtain existing information regarding environmental resources on or near airport property to inform subsequent tasks. Sources of information will include the Environmental Stewardship Division, past environmental documents, agency maps, existing literature, and relevant desktop sources and will provide an inventory of existing conditions of applicable resource categories outlined in FAA Order 1050.1F, Desk Reference. Informal consultation with various federal and state agencies will occur only if necessary information is not available through resources listed above. The information obtained under this task is intended to reveal environmental constraints for consideration in the alternatives evaluation process, to be undertaken during Contract Phase II which will seek to minimize environmental impacts to the greatest extension possible.

The CONSULTANT will qualitatively examine and document the following resources, as they are defined in FAA Order 1050.1F:

- Air Quality attainment status;
- Biological Resources (Karst Geology, and Protected Species/Habitat);
- Areas Subject to the Effects of Climate Change and other Sensitive Areas;
- Department of Transportation Act, Section 4(f) Resources;

- Known and Potential Contaminated Areas;
- Hazardous Materials;
- Historical, Architectural, Archeological, and Cultural Resources;
- Noise Sensitive Land Uses/Receptors;
- Socioeconomics and Environmental Justice Populations;
- Schools and other locations children where gather; and
- Water Resources (surface water, drinking water, wetlands, floodplains, aquifer)

Note: Coastal Resources, Farmlands, and Wild and Scenic Rivers do not exist within the study area and will not be examined.

As part of maximizing the use of existing data, the CONSULTANT will refer to the following studies as much as possible when describing existing conditions. While changes have occurred on and near the Airport since completion of these studies, they address most of the preceding criteria including protected environmental species, waters of the U.S., and noise abatement requirements.

- Federal Aviation Administration Record of Approval 14 CFR Part 150 Noise Compatibility Program Update, San Antonio International Airport, June 2015;
- Final Southern Edwards Plateau: Habitat Conservation Plan, November 13, 2015;
- San Antonio International Airport Sustainability Plan 2011/2012;
- Previous 2010 Airport Master Plan, SAIA Airport Vision 2050 Master Plan;
- San Antonio International Airport Vicinity Land Use Plan, May 2010;
- SAT Terminal Area Forecast and Runway Feasibility Study Final Report, December 2009;
- Camp Bullis Joint Land Use Study, City of San Antonio & Office of Economic Adjustment, Department of Defense, June 2009;
- Environmental Assessment: San Antonio International Airport, February 26, 2004, addressing runway extension, reconstruction, associated taxiways, land acquisition, and instrument landing system (Booze Allen Hamilton 2004); and
- Miscellaneous Airport environmental studies (within the last 20 years).

Responsibilities:

- **CONSULTANT (WSP):** Supervise work of subconsultant PCI.
- **SUBCONSULTANT (PCI):** Obtain existing information regarding environmental resources.
- **CITY:** Review environmental inventory.

Travel:

- None required, inventory requirements for this task will be conducted by local firms.

Deliverable:

- Environmental inventory for applicable resource categories outlined in FAA AC 150/5070-6B - Airport Master Plans and Order 1050.1F, Desk Reference to be used in the Phase I Report.

2.9 UTILITY INVENTORY AND COORDINATION

The purpose of this task is to obtain information regarding existing utilities, including on-site water and sanitary sewer system networks, gas, underground communication, overhead communication, overhead electric, underground electrical, and storm drainage to inventory these utilities.

2.9.1 WATER AND SANITARY SEWER

The scope of work for this task will be for CONSULTANT to update the drawings, plans and schematics of existing water and sanitary sewer system networks which provide service to SAT, as well as update networks for current usage and currently projected demands of SAT.

Water and sanitary sewer system needs, and capacities will be based on current San Antonio Water System (SAWS) criteria and currently projected SAT facility flows consistent with FAA AC 150/5320-5D and to Quality Level D. The CONSULTANT will conduct the following activities:

- Meet with Airport staff to discuss the schedule and timing of the work and identify problem areas or issues related to water and sanitary sewer systems;
- Meet and coordinate with SAWS staff to identify problem areas or issues related to water and sanitary sewer systems;
- Research Airport maps, previous studies, as-built plans, record drawings, etc. from SAT and SAWS. This information may include the following:
 - Plans of record/as-builts for SAT improvements constructed since last Airport Master Plan;
 - Plans for current projects under construction;
 - Plans for proposed improvements currently under design; and
 - GIS data files of current water and sanitary sewer systems.
- Gather information on:
 - Current demand needs for SAT;
 - Current water demand and system pressure needs for SAT using meter data available from third parties; and
 - Current wastewater flow demand for SAT using meter data available from third parties.
 - Based on size of water mains, years in service and pipe material, a desktop analysis will be performed to estimate water main capacity and estimate useful service assuming a normal 50-year service life for pipelines;
 - Perform a desktop analysis of the sanitary sewer system to determine system flow capacities based on Manning's Equation for gravity flow. This analysis will identify the system capacity for pipes flowing full. Estimated service life of sanitary sewer system will also be estimated assuming a normal 50-year service life;

- This desktop analysis will identify substandard water and sanitary sewer mains.
- Coordinate with SAWS to determine which segments of the SAWS system they plan to replace or rehabilitate;
- Coordinate with SAWS to determine appropriate boundary conditions at locations where the SAT water and sanitary sewer systems connect to SAWS facilities; and
- Subsurface Utility Engineering is NOT included to locate and mark and identify utilities underground.

Responsibilities:

- See Section 2.9.2 Other Utilities, below.

Travel:

- See Section 2.9.2 Other Utilities, below.

Deliverables:

- See Section 2.9.2 Other Utilities, below.

2.9.2 OTHER UTILITIES

The purpose of this task is to obtain information regarding existing utilities including gas, underground communication, overhead communication, overhead electric, and underground electrical, and major FAA/NAVAID communication lines/fiber. The CONSULTANT will inventory these utilities for the airport property and the areas immediately adjacent, limited by US-281, I-410, Wetmore Road, and the Wurzbach Parkway, and conduct the following tasks:

- Request and evaluate utility block maps/ GIS maps from utility owners, including FAA power and airport electrical supply;
- Request and evaluate utility as-built drawings from utility owners;
- Map existing utilities.
 - Quality Level D – Using existing records, utilities are plotted from review of available data.
 - Vertical data for utilities will only be obtained from information based on as-builts and block maps. Actual field measurement for depth of gas, water, electrical, and communication lines is not included;
 - Meetings/Coordination with utility agencies, as required;
 - Identify and evaluate the age and condition of existing utility infrastructure. This information will be gathered from information provided by utility owner, other available data, and limited field observations. No inspection will be completed and no excavation or removal of lids/covers to manholes will be completed for these limited observations; and
 - Subsurface utility engineering is not included to locate and mark and identify utilities underground.

- Coordinate with other team members to preparation of a utility layout map that includes information on FAA systems (fiber and communication cables), telecommunication facilities, overhead and underground electrical facilities, gas mains, water mains, sanitary sewers, and storm drainage facilities etc.;
- Evaluate capacity of existing utility infrastructure:
 - Evaluate the process and procedures for the management of existing utility data;
 - Utilize GIS and CAD (AutoCAD - program for Computer-Aided Design and Drafting) to provide exhibits and working files to share with team and utility companies to review and confirm location/size/type of facilities mapped; and
 - Development of policies and procedures for the on-going management and upkeep of the Comprehensive Existing Utility Maps.

Responsibilities:

- **CONSULTANT (WSP):** Coordinate and review products with subconsultants PCI using subject matter experts.
- **SUBCONSULTANT (PCI):** Assemble data for utilities, water and sanitary sewer based on latest information available.
- **CITY:** Assist in collection of data including any studies or records which will assist in the completion of the utility data collection.

Travel:

- Three trips for two people are included to supervise subconsultants, attend utilities review session and presentation.

Deliverable:

- The report will include the following:
 - Summary of existing information used to develop the Water and Sanitary Sewer document;
 - Summary of existing information used to develop the gas, overhead communication, underground communication, overhead electric, and underground electrical Plan
 - Summary documentation and mapping of other utilities information collected;
 - Existing and proposed study area characteristics based on available data;
 - Prepare preliminary exhibits drawings using ArcGIS and AutoCAD Software
 - Report exhibits will show approximate location of utility in plan-view over an aerial of base maps provided by the City. If the size, type and owner of the utility is known, this information will be including on the exhibit and will be depicted via a legend.
 - A utility coordination matrix will be prepared documenting utility owner, contact information, utility type, communication log, and general design requirements for protecting the facility. Any plans for improvements will be logged in this matrix.

- Exhibits will include, existing system mapping and GIS data sets. Exhibits will be provided in digital format and hard copy.
- The other utility capacities will be based on available information.
- Prepare report sections to document and present the updated water, sanitary sewer systems and other utilities. This report will include the following:
- Recap of existing information used to develop water and sanitary sewer, as well as other utilities system plans.

2.9.3 DRAINAGE INVENTORY

This task will reflect current design criteria and determine existing and future storm system improvement needs. The inventory will take a proactive approach to provide input for the determination of drainage capacity, costs, and priorities for storm drain improvements, as defined in the overall Airport Master Plan.

The drainage inventory work will be based on current FAA Advisory Circular (AC) 150/5320-5D, Airport Drainage Design, dated August 15, 2013, as well as the City of San Antonio Stormwater Design Criteria Manual and aligned with TxDOT drainage systems and the Airport Master Plan.

The following tasks are anticipated for the drainage inventory:

- Meet with Airport staff to discuss the schedule and timing of the work, identify problem areas or issues related to storm sewer system, and confirm the scope of work and deliverables;
- Research recorded maps, previous studies, as-built plans, record drawings, etc. from the SAT, City, TxDOT and other agencies. This information will include the following:
 - Existing Master Drainage Plan and associated Exhibits and Appendices
 - Plan of Records for SAT Improvements constructed since the Drainage Master Plan
 - Plans for current projects under construction
 - Plans for proposed improvements currently under design
 - Current Federal Emergency Management Agency (FEMA) Floodplain Models
 - GIS data files of current Drainage System
 - TxDOT roadway and drainage improvements adjacent SAT
 - City of San Antonio roadway and drainage adjacent to SAT
 - Proposed or planned roadway and drainage improvements adjacent to SAT
- Field Work and Data Collection:
 - Conduct field surveys, site evaluations and investigations to verify systems features:
 - Pipe sizes;
 - Pipe material;
 - Invert elevation of pipes at grates, inlets, manholes, junction boxes and outfalls;
 - Rim elevations of all grates, inlets, manholes and junction boxes; and
 - Size of structures (junction boxes and manhole).
 - Assess condition of storm drain manholes and inlet structures
- Office Data Processing and Data Analysis

- Develop new drainage system maps based on existing data gathered above;
- Verify drainage system maps using on ground survey data and generate a GIS data base of existing system;
- Verify and amend drainage areas to conform to mapped drainage system; and
- Calculate revised runoff flows based on current criteria.

Responsibilities:

- **CONSULTANT (WSP):**
 - Coordinate with subconsultant (Maestas), review deliverables.
 - Assist during the field work to collect data for the inventory
- **SUBCONSULTANT (Maestas):** Assemble data based on latest information available and prepare the Drainage Master Plan.
- **CITY:** Assist in the collection of data, including any studies or records that will assist with the completion of the drainage analysis.

Travel/Meetings:

- One three-day trip to assist and supervise SUBCONSULTANT as necessary, especially with the on-airfield work.

Deliverables:

- The deliverable, provide input to the development of drainage capacity in a later task will be based on FAA 150/5320-5D, Airport Drainage Design. The deliverable will be a report consisting of the existing drainage inventory mapping and documentation. These report sections will include the following:
 - Summary of existing information used to develop the drainage inventory;
 - Summary of drainage system characteristics, based on available data and field data collection; and
 - Existing study area characteristics, based on available data and field data collection.

2.10 LANDSIDE TRANSPORTATION SYSTEM INVENTORY

CONSULTANT will establish the Existing Conditions of the transportation system in and around the SAT Airport by inventorying ground transportation items and by identifying current level-of-service (LOS), capacity and delay at key intersections. Challenges and deficiencies will also be identified and current area travel patterns will be reviewed.

Data Collection

Field data will be collected for the roadways and intersections listed below. This field inventory will include elements needed for the traffic operations analysis. The inventory is not meant to

inventory all facets of the internal and external road network. The information below will be collected at study intersections and at spot locations along roadways:

- Number of lanes
- Lane designations
- Posted speed limit
- Traffic Control Devices (STOP signs, signals, etc.)

Surface Street Locations

- Airport Boulevard, north of Northern Boulevard
- S Terminal Drive, west of Airport Boulevard
- Skyplace Boulevard, western terminus to NE Entrance Road
- NE Entrance Road, Skyplace Boulevard to Wurzbach Parkway
- Jones Maltsberger Road, US Hwy 281 NB Frontage Road to Sandau Road
- West Cargo Road, Jones Maltsberger Road to east terminus
- Paul Wilkins Road, Jones Maltsberger Road to east terminus
- John Cape Road, Paul Wilkins Road to north terminus
- Wetmore Road, Broadway to Wurzbach Parkway
- Sandau Road, US Hwy 281 to Jones Maltsberger Road

Traffic count data will be obtained where available from the Texas Department of Transportation (TxDOT), the Alamo Area Metropolitan Transportation Organization (AAMPO), Bexar County and the City of San Antonio for the following locations:

- Mainlanes:
 - US Hwy 281 Northbound & Southbound
 - North of Sandau Road
 - South of W. Sunset Road
 - Loop 410 Eastbound & Westbound
 - East of Broadway
 - West of McCullough Road
- Ramps
 - US Hwy 281 & Loop 410 Direct Connector Ramps (8 locations):
 - SB US Hwy 281 to EB Loop 410
 - SB US Hwy 281 to WB Loop 410
 - NB US Hwy 281 to EB Loop 410
 - NB US Hwy 281 to WB Loop 410
 - EB Loop 410 to NB US Hwy 281
 - EB Loop 410 to SB US Hwy 281
 - WB Loop 410 to NB US Hwy 281
 - WB Loop 410 to SB US Hwy 281

The following locations will be counted via video camera or Automatic Traffic Recorder (ATR) machines:

- US Hwy 281 SB Ramps (4 locations):
 - Isom Road SB Exit
 - Jones Maltsberger Road SB Exit
 - Dee Howard Way/Airport SB Exit
 - Dee Howard Way/Airport SB Entrance
 - Airport Boulevard SB Entrance
- US Hwy 281 NB Ramps (3 locations):
 - Airport Boulevard NB Exit (South of Loop 410)
 - Dee Howard Way/Airport NB Entrance
 - Sandau Road NB Exit
- Loop 410 EB Ramps (1 locations):
 - Airport Boulevard Exit (East of Jones Maltsberger Road)
- Loop 410 WB Ramps (1 locations):
 - Airport Boulevard WB Entrance (East of Jones Maltsberger Road)
- Other Locations:
 - Airport Flyover from US Hwy 281, east of split for Terminals & parking
 - Airport Boulevard, north of Northern Boulevard
 - S Terminal Drive, west of Airport Boulevard
 - Three locations along the Ring Road, to be identified

Intersections/Interchanges

The following significant intersections and/or interchanges will be reviewed for current geometry, traffic operations and crash experience. Proposed plans will be identified and reviewed.

Intersection turning movement counts will be collected at the following locations for typical weekday AM and PM peak periods along the roadways (07:00 to 09:00 AM, 16:00 to 22:00). We anticipate the count periods being extended or one additional period being added to capture peak arrival/departure times at the Airport. The peak airport periods will be identified through discussions with the client and review of data.

- Jones Maltsberger at US Hwy 281 (NB & SB Frontage Roads including u-turns)
- Sandau Road at US Hwy 281 (NB & SB Frontage Roads)
- Isom Road at US Hwy 281 (NB & SB Frontage Roads)
- Nakoma Street at US Hwy 281 (NB & SB Frontage Roads)
- Loop 410 EB & WB Frontage Roads at US Hwy 281 NB & SB Frontage Roads (including u-turns)
- Loop 410 at Jones Maltsberger (EB & WB Frontage Roads including u-turns)
- Loop 410 at Wetmore Road (EB & WB Frontage Roads including u-turns)
- Wurzbach Parkway at Wetmore Road (EB & WB Frontage Roads)
- Airport Boulevard at Loop 410 (EB & WB Frontage Roads)
- Airport Boulevard at S. Terminal/N. Terminal Boulevard
- Airport Boulevard at Northern Boulevard
- Jones Maltsberger Road at West Cargo Road at Paul Wilkins Street
- Wetmore Road at MacArthur View/Airport Access

- Wetmore Road at FedEx/DHL Airport Access
- Wetmore Road at Broadway/Airport Access
- John Cape Road at Paul Wilkins Street
- Skyplace Boulevard /Gordon Road at E. Nakoma Drive
- NE Entrance Road at Wurzbach Parkway
- NE Entrance Road at Bitters Road

Intersection Operations Analysis

CONSULTANT will perform Level-of-Service (LOS) and delay analysis for the AM and PM peak hours, at the intersections listed above, using Synchro software. Existing traffic volumes will be input into the software along with geometric data, signal timing, and lane designations. The analysis results will show which intersections are currently operating poorly or are over-capacity and experiencing significant delays.

Cut-Through Traffic

CONSULTANT will conduct a license plate survey at the SAT airport access points to identify traffic that is "passing through" the airport campus and using it as part of the roadway network rather than having an origin or destination trip. The license plate survey will be conducted during weekday peak periods identified through discussions with the CITY and CONSULTANT. Matching license plate numbers within a minimum time interval will be identified as through trips. A tabulation of the through traffic vs. origin/destination traffic will be prepared. Once identified, cut-through traffic may be rerouted, creating additional capacity for airport-related traffic.

Internal Airport Circulation & Operations

CONSULTANT will review the current internal airport circulation including the Ring Road and perform field observations during peak periods. Peak periods for airport traffic will be identified and may differ from external roadway peaks. Operational issues and deficiencies will be identified. This will include the following:

- Traffic operations along the internal road network serving terminals and parking
- Vehicle recirculation activity will be noted
- CONRAC – traffic operations associated with the consolidated car rental facility (not yet completed) will be reviewed for car return, car pick-up, etc.
- Cell Phone Lot – observations of utilization during peak periods, review of location, access, configuration and circulation patterns.

CONSULTANT will perform field observations of passenger pick-up/drop-off at terminals:

- Pick-Up/Drop-Off Operations – observations of vehicle dwell time, occupancy counts and queuing analysis will be conducted at the arrival and departure areas at both Terminal A and Terminal B. Queuing lengths during 15 minute intervals over two-hour peak periods

in the morning and evening will be recorded by vehicle type – taxi, buses, private autos, etc.

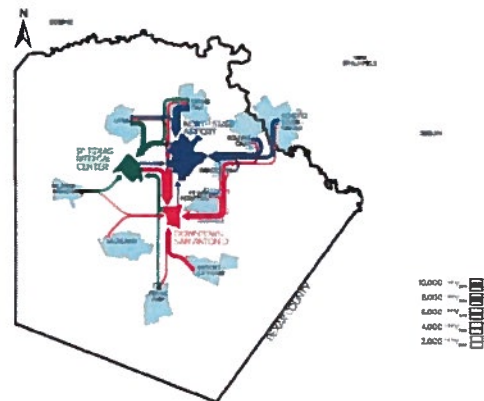
- Peak hour curb dwell times for both inner and outer curbs at each terminal for private vehicles, taxis, pre-arranged transportation (includes transportation network companies (TNC)) and shuttle buses (off-site rental, parking, hotel, etc.).

Alamo Area MPO Travel Demand Model & Data

CONSULTANT will utilize the Alamo Area Metropolitan Planning Organization (AAMPO) Travel Demand Model (TDM) and available data to identify congested roadway locations surrounding the airport area. Congested roadways will be identified based on the volume-to-capacity (V/C) ratio assigned to each roadway within the TDM network. Those roadways with a V/C ratio at or near 1.0 will be highlighted as near or over capacity. CONSULTANT will work with AAMPO staff to obtain available regional trip origins/destinations to and from the airport area. Available survey data collected at the airport will also be reviewed to identify mode choice associated with airport trips.

Transit

CONSULTANT is familiar with VIA Transit’s efforts to implement elements of the Vision 2040 Plan including light rail and rapid transit in the form of dedicated BRT. VIA operates the North Star transit center located on the San Pedro Avenue, on the south side of Loop 410. Transit service between downtown and the airport is also currently provided by VIA. The Vision 2040 Plan calls for rapid transit or light rail between the airport and downtown. As shown in the figure, a significant number of daily trips are generated between the North Star/Airport activity center and Downtown.



In addition, the CITY’s latest SA Tomorrow planning efforts include station area concept plans around the Airport Activity Center. The CONSULTANT will obtain and review the latest plans by VIA and the CITY of San Antonio to identify opportunities to better integrate transit into the airport including a multimodal station with connections to light rail and commuter rail.

Parking

CONSULTANT will review the current on- and off-site parking supply and utilization by facility location and user type. Parking facilities to be inventoried will be identified by the CONSULTANT and CITY. Each facility will be inventoried to identify the parking supply, pricing structure, customer service options, and any parking restrictions (hours of day, etc.).

Available parking data will be reviewed, and used, where possible. A utilization count will be conducted at each parking facility to capture the peak demand by facility and type of user. The number of parked vehicles will be recorded at 30-minute intervals during a weekday, a

weekend, and a Holiday peak period (a single 4 to 5-hour window or two 3-hour windows) to capture peak parking demand by lot and for overall airport use.

The peak utilization of each facility will be reported in a tabular format. The peak utilization will indicate how close each parking facility is to reaching or exceeding capacity during peak demand based on current conditions.

The following parking locations will be included in the parking count and inventory:

- Short-term Parking Garage
- Long-term Parking Garage
- Economy Green Surface Lot
- Economy Red Surface Lot
- Airport Security Surface Lot
- Cell Phone Waiting Lot
- Purple Lot (Staging for Uber & Lyft Drivers, Airline employees)
- Orange Lot (Staging for Taxicab companies)

Off-Airport and Regional Access Facilities and Plans

CONSULTANT will meet with TxDOT, VIA Transit, Bexar County, AAMPO and others to obtain information on the existing and planned off-Airport roadway and transportation system and summarize the information for distribution and use by the CONSULTANT team.

Deliverables:

- Existing Conditions Needs Assessment Memo – Provides a tabulation of cut-through traffic traveling through the airport. Provides a LOS and delay summary of results for each intersection and highlights those currently experiencing over-capacity conditions. Includes a map of congested area roadways based on V/C ratio per the AAMPO TDM.
- Tabulated traffic count data sheets.
- A map showing count locations and type of count.
- A map showing daily traffic volumes at locations where machine counts were collected.
- A map showing existing airport circulation roadways.
- Summary of off-Airport and regional access facilities and plans
- Parking Utilization Memo – outlines data collected for included parking facilities, provides peak parking utilization counts by parking facility and identifies those at or near capacity during peak demand based on current conditions.

Responsibilities:

- **CONSULTANT (WSP):**
 - Supervise work of subconsultant GRAM.
 - Perform task presented above except traffic counting.
- **SUBCONSULTANT (GRAM):** Perform traffic counting in the field.
- **CITY:** Review landside transportation system inventory and share existing data.

Travel:

No air travel required, being conducted by local office and firms.

2.11 FINANCIAL INVENTORY

In accordance with AC 150/5070-6B, Sec 608, this task will examine the Airport's financial resources. The inventory of financial data will serve as the basis for the development of financial feasibility analyses and implementation plans developed in Phase II of the Airport Master Plan. The inventory will include gaining a thorough understanding of the financial aspects of the Airport including the following:

- Airport Business Model – analysis of the financial structure of the Airport, including the entity/airport sponsor responsible for providing the local share for any Federal monies received;
- Operating Revenues and Expenses – Review of historical revenue sources and operating expenses of the Airport;
- Debt Service – Review of current and future debt obligations of the Airport;
- Rates and Charges – Review of the existing rates and charges structure of the Airport and any airline use and lease agreement(s), including fees paid by the commercial airlines and other aircraft operators that utilize the Airport;
- Non-Aviation Revenue Sources – Review the lease agreements associated with key revenue sources, including terminal concessions, parking facilities, and rental cars operators;
- Corporate/General Aviation (GA) Fees and Charges – in the same way as the rates and charges, the corporate and GA fees paid by the users at the Airport will be reviewed;
- Capital Funding - Review of historical capital funding sources including bonds, Federal grants, and passenger facility charges (PFCs). Future commitments for PFCs will be compared to the forecast PFC revenue stream to determine if PFC revenues are adequate to meet anticipated capital needs; and
- Budgetary trends – Review of historical budgetary trends and what factors have influenced planned increases and decreases in revenues and expenses, as well as variances that have occurred between budget and actual financial results.

Where applicable, CONSULTANT will coordinate with SAAS and SAAS's existing financial consultant to obtain information to obtain the data to develop this analysis.

Responsibilities:

- **CONSULTANT (WSP):** Prepare data request documentation and conduct review and analysis of the data outlined above.
- **CITY:** Provide financial data as requested and review analysis.

Travel:

- One one-person trip to hold meeting to discuss airport financial information with CITY.
- One one-person trip to present findings of Task 2.11, 2.12, 2.13, and 2.15 to the CITY.

Deliverable:

- Documentation summarizing the items outlined above for inclusion in the Existing Conditions Chapter of the Airport Master Plan.
- Presentation of the results of Tasks 2.11, 2.12, 2.13 and 2.15 to the CITY.

2.12 FINANCIAL BENCHMARKING ANALYSIS

The CONSULTANT will prepare a benchmarking analysis that compares financial aspects of operation at the Airport with several (up to 10) airports like SAT in size, airport-type or proximity. The comparable airports will be selected together with the CITY staff and will include similar sized airports, as well as those at airports in Texas. CONSULTANT will work with the CITY to determine the list of comparable airports prior to the development of the analysis. Items included in this analysis will include, but not be limited to the following:

- Airline rates and charges – Data related to terminal rental rates, landing fees, and the rate making methodology used (i.e., compensatory, residual, or hybrid) will be collected and compared to SAT;
- Non-airline revenues – This will include data collection related to parking, rental car, terminal concessions, and other airport revenues;
- Other fees – Data will be collected to other fees and charges, including land rental rates, fuel flowage fees, and other general aviation fees; and
- Operating costs – To the extent possible, data related to operating costs will be collected to see if there are possible improvements to be made operationally to identify the potential for cost savings.

Data collected will be developed into ratios such as airline cost per enplanement, concession revenue per enplanement, and operating cost per square foot of terminal. These comparable ratios will be analyzed to make recommendations for potential revenue enhancement or cost savings opportunities at the Airport.

Responsibilities:

- **CONSULTANT (WSP):**
 - Research and develop list of comparable airports with the CITY; and
 - Prepare benchmarking analysis from publicly available information.
- **CITY:** Provide input on similar airports to use in the analysis.

Travel:

- One trip to hold meeting to present benchmarking analysis results to CITY.

Deliverable:

- Documentation summarizing the items outlined above for inclusion in the Existing Conditions Chapter of the Airport Master Plan.

2.13 TERMINAL CONCESSIONS ANALYSIS

A review of the terminal concessions at the Airport will be undertaken as part of the inventory phase of the Airport Master Plan. This review will serve several key purposes: to identify the existing terminal concession revenue sources, compare them to comparable airports, identify shortfalls in the existing concessions program, and develop projections of future concessions program space needed to maintain and increase terminal concessions revenue in the future.

Situational Analysis:

The CONSULTANT will gain a thorough understanding of the physical, operational, and economic characteristics of the current program at the Airport. The CONSULTANT will utilize analysis previously compiled for the Airport's Terminal A concessions program to supplement the broader airport-wide concessions performance analysis. The principal purpose of this step is to gain a comprehensive understanding of the physical, operational, and contractual characteristics of SAT's current program - such an understanding is required for all subsequent concessions planning tasks. Specifically, the information reviewed from this task will provide insight to draw baseline assumptions for allocating appropriate amounts of concession space to various uses at various locations.

The analysis will use current concession sales and revenue, airline activity data, and traffic projections on the relevant planning horizon. In addition, an evaluation of the existing allocation of terminal and concourse space, location of facilities, merchandise mix, passenger activity trends by passenger segment (for example, business/leisure or connecting/originating), and other passenger, facility, and program characteristics that affect sales performance will be undertaken.

The CONSULTANT will review and verify the following data and analyses in preparation for the other tasks included in the planning of SAT's future concessions program:

- Historical passenger and airline activity statistics. The data will ideally include detailed passenger characteristics that may impact buying habits such as day of week, airline and gate information as available;
- Historical concession statistics, including gross sales by concessionaire and location, facility area by concessionaire and location, airport rents by concessionaire and location, rental rate structures, and other key lease terms;

- Enplanement forecasts by airline and gate for each of the 5-, 10-, and 20-year planning periods developed during Task 4: Aviation Demand Forecast and from the terminal capacity analyses performed in Task 2: Existing Conditions;
- Terminal and concourse drawings of existing facilities indicating the location and size of airline space, concessions (revenue-producing and storage areas), immigration and customs, security screening, circulation, airport administration, and other non-airline tenants; and
- Concession policies, procedures and standards.

The CONSULTANT will also review qualitative aspects of the current concessions program including:

- Product mix, visual presentation, and quality;
- Overall appearance of stores and restaurants in terms of quality of design and finishes, maintenance and presentation of a unified theme (e.g., "sense of place"); and
- Space allocation among the various merchandising categories and product types.

The CONSULTANT will thoroughly review previous studies of the airport's program and planning documents. This study should provide beneficial insight to current concessions practices, passenger behaviors and airport configurations that affect the performance of the program.

The CONSULTANT's analysis of historical and current data will be presented in a format that facilitates benchmarking. To this end, a benchmarking comparison of up to 10 peer airports (based on hub size, airlines and passenger characteristics) will be conducted to analyze SAT's concessions sales performance and concessions area by category.

Review Terminal Plans and Designs:

To develop the baseline programming requirements for the concession program, the CONSULTANT will review all physical characteristics of the program. The review will include architectural designs for the airport, as well as available data on terminal layouts and programming criteria. Understanding these characteristics and how they affect sales and revenue productivity are important in the development of the concessions program for SAT.

Part of this survey will include an analysis of passenger flows through the terminal and concourses. By understanding the Airport's passenger traffic conditions and flows in the terminal area – the volume and type of passengers and where they congregate – locations of concession facilities can be recommended to meet the airport population's needs and to optimize revenue for concessionaires and the City. The flow analysis will be based on passenger characteristics, future design, and daily airline schedules, and evaluated within the context of current and expected concessions performance.

Via this review, the consultant team will generate overall recommendations on how the existing concessions program could be modified to meet the current demand.

Identify Passenger Profile:

The CONSULTANT will use a wide range of data to develop a concessions plan that is specifically tailored to the needs and preferences of SAT's consumer market. The use of market survey data is fundamental in developing a concessions plan. The data provided by a passenger survey is invaluable for answering the following key questions:

- Who are our passengers?
- What are their needs?
- What are their opinions about our concession program?
- What additional choices do our passengers prefer?

With this information, the City and the CONSULTANT can jointly craft refinements to the concessions program to better meet passenger needs. Airport surveys provide valuable information regarding demographic characteristics, travel profiles, and concession needs/preferences of airport users. In particular, experience indicates passenger demographics and trip characteristics can influence a passenger's shopping behavior.

To evaluate the SAT traveler profile, the CONSULTANT will review data from previous customer surveys. If survey data are minimal or out-of-date, we will work with the City to determine the scope and extent of further market research necessary for concessions planning. We will then seek to develop a task order separate from this inventory task to conduct and assess a passenger survey to develop an understanding of SAT's passenger profile.

Research Local and Market Trends:

An airport program that adopts best practices from both airport and traditional retail environments will better serve its passengers. Addressing passenger demographics, needs, behaviors and desires, incorporating community preferences and retail practices, and adopting best practices within the leisure/entertainment, retail, and service industries will successfully convert passengers into shoppers, ultimately enhancing customer satisfaction, concessionaire success, and airport revenues.

To this end, the CONSULTANT will review the analyses of the local demographic, socioeconomic, real estate, consumer and retail markets conducted that directly affect airport concession programs, as well as incorporate common attributes of successful airport and off-airport retailing environments. The CONSULTANT will closely examine the industry trends that consistently influence customer satisfaction levels and sales and revenue productivity. As necessary, we also review retail trends found in traditional shopping centers, both in the local area and nationwide. While these trends may not be appropriate for concessions planning at SAT, they provide a framework for expanding and updating the program with new concepts and initiatives that enhance customer service.

Consumer Demand Analysis / Concessions Space Requirements:

The CONSULTANT will evaluate enplaned passenger forecasts to determine the amount of concessions space that is needed to meet estimated future consumer demand. For this analysis, the CONSULTANT will address various space demand factors that represent passenger, facility, and concession characteristics of the airport. Each component is assigned a value that represents the CONSULTANT's assessment of each characteristic's importance to the terminal's concessions operations based on our previous research tasks and analysis of airport facilities and passenger flows. The sum of these factors is then applied to the projected number of enplaned passengers in the planning year to estimate total space requirements, as well as an allocation of the space to food and beverage, news and gift, specialty retail, and personal and business services uses. This analysis will be done to determine concessions facility requirements for the 5-, 10-, and 20-year planning horizons.

Responsibilities:

- **CONSULTANT (WSP):** Oversee the work performed by SUBCONSULTANT on this task.
- **SUBCONSULTANT (Unison):** Conduct the terminal concession analysis.
- **CITY:** Share existing data and review the analysis.

Travel/Meetings:

- One two-person trip to conduct surveys and hold meetings with CITY.
- One two-person trip to hold meeting to discuss airport financial information with CITY.

Deliverable:

- Documentation summarizing the items outlined above for inclusion in the Existing Conditions Chapter of the Airport Master Plan and to inform future financial analyses.

2.14 REAL ESTATE ANALYSIS

As part of the development of the inventory chapter of the Airport Master Plan, several items related to real estate will be undertaken. In this task, the CONSULTANT will identify current real estate opportunities in the San Antonio Region; prepare a forecast of future opportunities in the region; review the airport's existing real estate leases, including a summary of the terms of the leases; and identify potential parcels that may need to be purchased in the future to support future airport development.

Regional Growth Forecasts:

A member of the CONSULTANT's team led the City's Comprehensive Plan Initial Studies effort, which was used as input into the AAMPO's regional growth forecasts including the allocation of growth by traffic analysis zone (TAZ). The CONSULTANT and its team members also were engaged on the City's SA Tomorrow Comprehensive Plan. The CONSULTANT will build on the forecasting work completed in these efforts to evaluate and augment growth forecasts for the

region and identify key demographic and economic cohorts likely to drive demand for airport related activities. Specific tasks include:

- Review and augmentation of the AAMPO's growth forecasts for the region for use to estimate demand for the airport activities;
- Forecast growth along key travel corridors and passenger sheds;
- Identification of demographic, economic, and geographic trends and considerations that may impact future airport demand; and
- Development of estimates for demand for new development for non-air operations development in the vicinity of SAT to guide land use scenarios for airport and non-airport related land and facilities.

Inventory of Airport Land:

The efficient and strategic use of the airport's land is essential given its location and growth potentials. A comprehensive understanding of the land controlled by the airport and the uses on the land is essential to understanding the future growth capacity of the airport. The CONSULTANT will create a comprehensive inventory of airport land to be completed within the following tasks:

- Development of a database of all parcels owned by the airport and buildings on airport controlled parcels. The current uses on each parcel will be identified and categorized based on their use for airport operations, airport services, support services, airport user operations, non-airport related activities and other uses;
- Assessment of the utilization of airport owned parcels to determine the future potential for airport and non-airport uses; and
- Collection, with assistance from airport staff, and analysis of all land and major building leases and use agreements related to airport lands. The leases and agreements will be analyzed to understand current and future obligations, revenues, lease term expirations, and other relevant information. The analysis will be used to identify potential strategies for greater utilization of airport assets through potential revenue enhancement strategies within Phase II.

Airport Land and Real Estate Conditions:

The area around SAT is one of the largest employment centers in the region with over 70,000 jobs. The area is forecast to increase by an additional 50,000 jobs by 2040. The relocation of the rental car areas and parking facilities at the airport could create a significant opportunity to attract both airport related and non-airport related development on the land vacated by these airport support services. As well, facilitating redevelopment and greater utilization of land in and around the airport can enhance operations and potentially revenues for the airport. The following tasks will be completed to assess the land and real estate conditions around the airport:

- Development of a database of parcels and ownership patterns around the airport. The land around the airport will be analyzed to identify vacant and underutilized parcels. This

data set will be matched with the analysis of airport lands to create a larger illustration and mapping of future growth opportunity areas related to airport and non-airport demand;

- Creation of an inventory and collection of data related to the real estate market conditions for commercial and industrial uses in the area around the airport. This will involve the creation of an inventory of office, retail and industrial space around the airport. Identification of rental and vacancy rates and trends for properties around the airport will help to understand the demand for space and achievable rental rates; and
- Creation of an inventory of land use plans related to the airport area. This will involve the identification of all planned, proposed and under-construction development projects in the area, and outreach to commercial brokers and developers to identify potential projects, interested buyers and sellers, and attractiveness of airport land and facilities for private uses. Where possible, CONSULTANT will work with members of the TAC and SADC.

Responsibilities:

- **CONSULTANT (WSP):** Oversee the work of SUBCONSULTANT.
- **SUBCONSULTANT (EPS):** Prepare analysis outline above.

Travel/Meetings:

- One trip two-person trip (EPS) to discuss parcels to be included in the analysis with CITY and to do field research.
- One trip three-person trip (WSP & EPS) to present the findings of the analysis to the CITY

Deliverable:

- Data developed for use in the aviation demand forecast and air service market assessment task (Task 5).

2.15 DEBT CAPACITY ANALYSIS

The CONSULTANT will estimate the Airport's debt/bonding capacity, resulting in a range for the target budget for the capital improvement program projects. Calculation of the net revenues available to pay debt service will be developed and then combined with estimates of local funds, PFCs (either applied to debt service or pay as you go), available grants, financing costs and interest rates, expected construction schedules, and inflation to allow for the establishment of a target project budget range. Several scenarios will be prepared by varying the airline cost per enplanement used in the analysis. In addition, consideration will be given to varying financing structures (i.e., interest only payments) to allow for the maximization of net revenues in the early years of a project's life. This high-level analysis provides a first look at the affordability of a program, indicating if project phasing adjustments may be needed for implementation. CONSULTANT will coordinate with the SAAS's existing airport financial consultant on this analysis.

Data & Resources Required from Client or Other Parties:

- Last three years' audited financial statements and/or annual reports or information related to the Airport's operating revenues and expenses. Information related to the current fiscal year's operating budget;
- Overview of the cost center structure (i.e., chart of accounts) for the airport;
- Capital expenditures for last three years, including funding sources;
- Existing Signatory Airline Agreement;
- Data related to contracts, leases and agreements with major terminal concessionaires, car rental operators, and auto parking (both on- and off-airport) lots operators (i.e., minimum annual guarantees, percent revenue paid, and expirations dates);
- Official Statement and pertinent closing documents from prior revenue bond issuances (if any);
- Passenger facility charges information, including status of current analysis, PFC application and financial plans;
- Record of FAA AIP grants received in last five years;
- Last year's rates and charges package presented to the airlines;
- Airline historical cost per enplanement and rates and charges for the last 3 years;
- Detailed five-- and 10-year Capital Improvement Program, including proposed financial plan; and
- Overview of leases for the major tenants at the airport i.e., FBO, corporate lessees, any other tenants required for the benchmarking analysis.

Where applicable, CONSULTANT will coordinate with SAAS and SAAS's existing financial consultant to obtain information to obtain the data to develop this analysis.

Responsibilities:

- **CONSULTANT (WSP):**
 - Prepare the debt capacity analysis.
 - Conduct a conference call and/or webinar with CITY and SAAS's existing financial consultant to discuss the data provided for this analysis.
- **CITY:** Provide the data and resources identified above in this section.

Travel/Meetings:

- One one-person trip to present the assumptions findings of the analysis to the CITY

Deliverable:

- Preparation of a documentation for inclusion in the Existing Conditions chapter of the Airport Master Plan.

2.16 RECYCLING PLAN INVENTORY

The CONSULTANT will review the Airport's existing recycling plan; review other applicable City, state, and Federal recycling plans and requirements; and interview appropriate airport staff and major tenants to determine current practices. The CONSULTANT will interview up to 20 airport staff and tenants to determine existing practices. Information gathered will be catalogued in a spreadsheet.

Data Needs:

- Existing recycling plan;
- Names of major tenants and key staff members, if known, to interview; and
- Existing matrix/data on recycling efforts that are not included in the recycling plan.

Deliverables:

- Draft existing plan and practices spreadsheet (xml, pdf formats); and
- Final existing plan and practices spreadsheet (xml, pdf formats).

Travel:

- Two driving trips for two people (150 miles roundtrip).

3 PAVEMENT MANAGEMENT PLAN

3.1 AIRFIELD PAVEMENT EXISTING CONDITIONS

This task will integrate the data of SAT's current Pavement Management Program (PMP) to update the airfield pavement's existing conditions.

3.1.1 RECORDS REVIEW

CONSULTANT will perform a review of previously conducted pavement maintenance management inspections and prepared reports to ascertain and verify the existing airfield pavement inventory and condition:

- Pavement Structure;
- Year of Construction;
- Maintenance and Report History; and
- Geotechnical Information including destructive and non-destructive test reports

In addition to the above, the consultant will use the airport operations data, and information from studies such as the Part 150, and the forecast update in this master plan and develop these into a list that will include aircraft type, departure weights and the number of annual aircraft departures. This airport operations list will be used to perform ACN/ PCN analysis, remaining structural life computation and pavement designs as needed.

3.1.2 VISUAL INSPECTIONS

The CONSULTANT will perform drive-by visual inspections of the airport's airside pavements. The first of these will be performed right after records review phase completion to verify consistency of on-site current pavement conditions with the PCI inspection details as documented in the PMP. In the event this inspection observes areas needing immediate attention, a separate memorandum will be provided to airport staff documenting the CONSULTANT's recommendations for pavements of concern needing attention and/or close monitoring. The CONSULTANT will perform two additional drive-by visual inspections to complete a needs assessment and confirm findings with actual site conditions. The CONSULTANT is made aware of inconsistencies between the findings of inspections performed in 2016 and those performed in 2017. During the site drive-by inspections, the CONSULTANT will visually inspect the areas where inconsistencies are reported and will make every effort to infer the cause of inconsistencies between the findings of the two reports. The CONSULTANT will also use available geotechnical and nondestructive data previously collected in the vicinity of these areas to attempt to find a cause or correlation between deterministic pavement material properties and the observed visual distresses.

3.2 PAVEMENT NEEDS ASSESSMENT

Develop a needs assessment based on the review in the Airfield Pavement Existing Conditions Task.

3.2.1 EVALUATING SERVICEABILITY OF AIRPORT PAVEMENTS

The Pavement Condition Index (PCI) provides a measure of the serviceability and ride quality of airport pavements. The current and forecasted PCI reports from previous inspections will be examined to understand the dominant distresses as well as the threshold or critical PCI of each airside pavement section.

3.2.2 STRUCTURAL ADEQUACY OF AIRPORT PAVEMENTS

The CONSULTANT will use the available geotechnical and nondestructive data as well as the airport operations list developed during records review to evaluate the structural adequacy of pavements. This will be performed using the guidance contained in FAA's AC 150/5335-5C and COMFAA software to compute pavement classification numbers (PCNs) of all airside pavements. The CONSULTANT will also compute remaining structural life for each pavement section using FAA's FAARFIELD software. No new pavement test data will be collected during the current tasks.

3.2.3 IDENTIFY PAVEMENT NEEDS:

From the evaluation of visual distress data and PCI ratings collected previously, the CONSULTANT will develop a prioritized list of maintenance and rehabilitation (M&R) candidates keeping in mind the nature of dominant distresses identified earlier. This list of M&R candidates will be compared with the output of the airport's pavement management system (PMS). Conflicts in the M&R recommendations will be resolved through a site visit. The M&R list developed will include Pavement Sections at or near:

- Critical PCI – Preventive Maintenance and/or preservation treatment selection
- At or near end of functional life – preservation/reconstruction/stop gap treatment selection

From the structural adequacy analysis described above, the CONSULTANT will develop a list of M&R candidates that will include the following:

- Structurally deficient sections through Aircraft Classification Number (ACN) vs PCN comparisons;
- Sections nearing end of structural life based on FAARFIELD computations

The PCI based M&R candidate list will highlight pavements with serviceability issues and the M&R list developed using mechanistic data will highlight pavements with structural issues. A final consolidated M&R list with serviceability and structural focus will be developed through a site visit to visually infer the magnitude of deterioration of specific pavement areas.

Deliverable:

- CONSULTANT will prepare pavement maintenance recommendation report with short, medium and long term actions.

Responsibilities:

- **CONSULTANT (WSP):** Complete and manage pavement management plan update
- **CITY:** Provide existing data and escorted airfield access.

Travel:

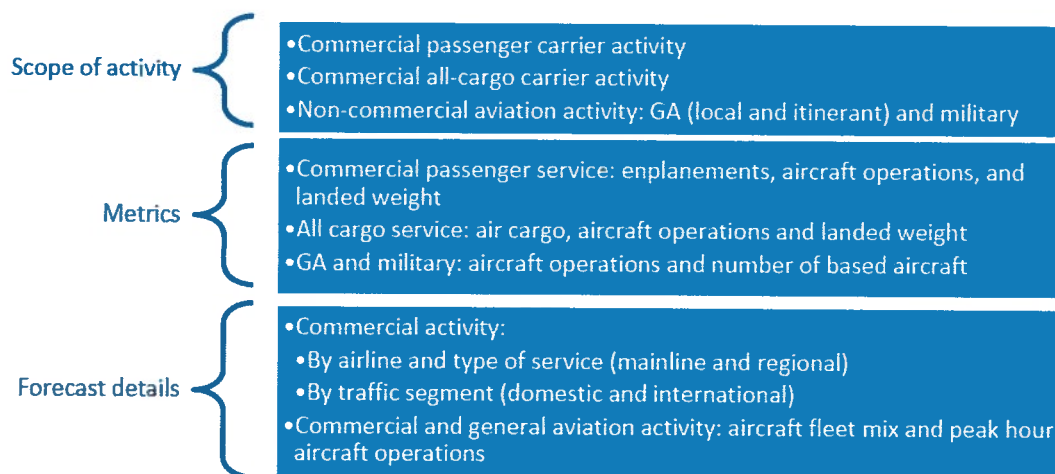
- Three two-person trips for maintenance staff discussions and one presentation of draft results.

4 AVIATION DEMAND FORECASTS

The key objective of the aviation demand forecast development is to provide estimates of the most likely future levels of aviation demand. The forecasts will provide the basis for all further analysis, including the identification of future facility requirements and a timeline for future airport needs and improvements to address those requirements. Additionally, the forecasts will determine the critical aircraft – the most demanding aircraft – to plan for in terms of facility requirements.

For the Airport Master Plan, the CONSULTANT will develop 20-year forecasts on a calendar year basis, using benchmark years: 2017 (base year), 2022 (near-term), 2027 (mid-term), and 2037 (long-term). Additionally, the CONSULTANT will present a range of high level forecasts of aviation activity for a longer period, 50 years, to guide long-term planning.

Additionally, the CONSULTANT will also develop a high level 50-year forecast to determine potential passenger levels, aircraft operations, and peak hour activity for the long-term of 50 years. A discussion will be provided outlining the likely a range of outcomes from 30 years to 50 years from the base year. Consideration will be given to historic variability and risks related to aviation demand.



Different components and measures of traffic call for different approaches to forecast development. The CONSULTANT will employ a variety of methods meeting FAA standards. Forecast development will be informed by an analysis of historical traffic trends and the factors that drive those trends (socio-economic factors, fuel costs, airline yield, among others).

In addition to FAA’s standard requirements for aviation forecast development for master plans, the work scope includes an air service market assessment that will estimate the market demand generated by the Airport’s catchment area, including the portion of market demand that gets diverted to another airport. The air service market assessment will identify gaps in existing air service at the airport, and evaluate the potential for new air service expansion.

The findings of this air service market assessment will serve as basis for developing a forecast scenario reflecting the incremental traffic that can be generated with successful air service development initiatives. The CONSULTANT will work closely with the Airport's air service development staff and the Air Service Development Task Force in conducting this air service market assessment. In addition to the economic demand driven projections, the CONSULTANT will consider the effect of other potential factors that could affect air service, including airline strategy and competitive considerations, and the different deployment model/economies of the new generation aircraft.

The Airport Master Plan forecasts and the critical aircraft designation must be approved by the FAA. The resulting forecasts will be compared to the FAA's most current Terminal Area Forecast (TAF) for SAT. Any significant differences—determined based on FAA forecast approval criteria—will be resolved with the FAA Airport District Office (ADO) and Office of Aviation Policy and Plans (APP)⁶ to ensure the FAA's approval of the forecast for planning purposes and support of capital funding through PFC's, federal and state grants.

A more detailed description and summary of the various subtasks included in the formulation of the Airport Master Plan forecasts is provided below.

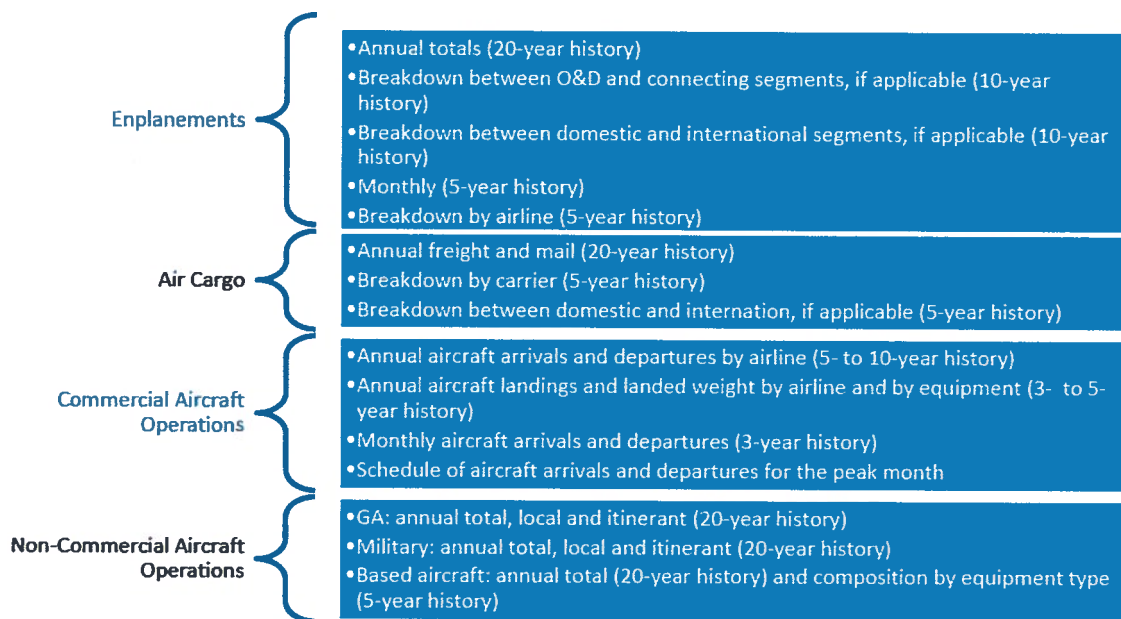
4.1 REVIEW RELEVANT SOCIOECONOMIC TRENDS

This task will entail a review of background information about the airport, its catchment area, and relevant local demographic and economic trends. The CONSULTANT will review relevant information about the airport and its catchment area from previous planning documents, the airport official website and other industry data sources, and the inventory of existing conditions (see Task 2.6). The CONSULTANT will review and document historical trends in key socioeconomic indicators of population, income, and employment trends for the SAT catchment area, the Austin-Bergstrom International Airport (AUS) catchment area, the State of Texas and the U.S. The CONSULTANT will also review other indicators of local market conditions, such as an inventory of office space in the Greater San Antonio region and historical vacancy rates. Data sources include governmental agencies such as the Bureau of Labor Statistics, the Bureau of the Census, the Bureau of Economic Analysis, and proprietary sources agreed to by the CITY.

4.2 ANALYZE HISTORICAL AVIATION TRENDS

The CONSULTANT will collect and analyze historical data on various measures of aviation activity, shown in the figure below:

⁶ The FAA Office of Aviation Policy and Plans (APO) is the organization tasked with conducting forecast reviews if the ADO requests the review.



The CONSULTANT will research various sources including the following:

- Airport records, previous planning studies and financial reports, and the airport's noise tracking system (if available);
- Airline schedules database;
- Industry databases maintained by the U.S. Department of Transportation Bureau of Transportation Statistics and the FAA (i.e. FAA Airline Service Quality Performance (ASQP), Aviation System Performance Metrics (ASPM), Operational Network (OPSNET), and Traffic Flow Management System Counts (TFMSC)); and
- Information published online by airlines and aircraft manufacturers.

4.3 PREPARE AIR SERVICE MARKET ASSESSMENT

The CONSULTANT will review data already developed by SAT as part of its air service development efforts and perform an air service market assessment that will determine the "true" market demand generated by the Airport's catchment area, identify gaps in existing air service at the Airport, and evaluate the potential for new service expansion.

The CONSULTANT will confer with the Airport's air service development staff, consultants, and the Air Service Development Task Force, and summarize and consider in the aviation demand forecast as appropriate. This information will be utilized to prepare scenarios of aviation demand based on the addition of air service.

4.4 PREPARE AVIATION DEMAND FORECASTS

The CONSULTANT will develop forecasts of different components and measures of aviation activity (see figure above in Section 4.2). The CONSULTANT will select appropriate forecasting techniques or combination of techniques for each component and measure of aviation activity. In determining the appropriate technique(s), the CONSULTANT will consider available data, observed trends, and factors driving the particular component and measure of aviation activity, the relative importance of a particular component to overall airport traffic, and the relative importance of a particular measure to subsequent Airport Master Plan analyses.

The CONSULTANT will employ forecast methods meeting FAA standards, including the following:

- Regression analysis – Multivariate regression analysis provides a quantitative framework for linking trends in passenger traffic to trends in market demand drivers such as economic growth and airfares, as well as air service changes and other quantifiable factors specific to the airport;
- Trend analysis and extrapolation– Trend analysis uses historical growth patterns to develop traffic projections. Trend analysis can be implemented in any one of the following ways: (1) by calculating historical growth rates; (2) by performing time series regression (3) by using moving-average or exponential smoothing techniques; and
- Share analysis – Share analysis derives forecast traffic for an individual airport based on its share of a national or regional forecast.

The CONSULTANT will also consider the following:

- Published airline schedules as basis for developing near-term forecasts of commercial passenger traffic; and
- Industry forecasts prepared by the FAA, GAMA, Boeing, and Airbus, in developing forecasts of general aviation and cargo activity.

The Baseline Forecast will include annual projections of:

- Passenger enplanements (scheduled and nonscheduled (charter); domestic and international);
- Aircraft operations (commercial air carrier (passenger); scheduled and nonscheduled; domestic and international);
- Local and itinerant aircraft operations (general aviation and military);
- Aircraft fleet mix; and
- Based Aircraft (jet, single-engine, multi-engine, helicopter, and other).

Recognizing forecast risks and uncertainty, the CONSULTANT will develop forecast scenarios to establish low, base, and high activity levels for different planning purposes. This will be achieved by means of traditional scenario analysis and Monte Carlo simulation. The findings

from the air service market assessment will provide the basis for a scenario reflecting incremental traffic that could be realized with successful air service development initiatives. The CONSULTANT will develop forecast details corresponding to the selected low, base, high forecast scenarios for years 5, 10 and 20 of the forecast period.

Early in the forecast development process, the CONSULTANT will submit a description of the proposed forecasting approaches to the airport sponsor and the FAA ADO to seek an agreement at the outset and avoid issues with the forecasts later in the process.

4.5 PREPARE AIR CARGO DEMAND FORECASTS

The CONSULTANT will collect and analyze historical data on the following measures of air cargo activity at the airport:

- Annual enplaned and deplaned freight and mail (10- to 20-year history);
- Breakdown of annual enplaned and deplaned freight and mail by carrier, categorized into belly & all-cargo carriers and domestic & international if relevant (five-year history)
- Annual all-cargo carrier operations (10- to 20-year history);
- Annual all-cargo carrier operations (arrivals and departures) by carrier and equipment type (three- to five-year history);
- Annual all-cargo aircraft landed weight by carrier and equipment type (3- to 5-year history);
- Monthly all-cargo aircraft arrivals and departures (3-year history); and
- Daily schedule of all-cargo aircraft arrivals and departures by carrier and equipment type for a sample of two weeks during the peak month in the most recent year.

Data sources include airport records and US DOT Bureau of Transportation Statistics' databases. To understand the context for air cargo activity trends at the Airport, the Consultant will examine cargo flows into and out of the region using the US DOT Freight Analysis Framework (FAF) and national air cargo trends.

Forecast development will consider the following methods, all meeting FAA standards:

- Regression analysis – Multivariate regression analysis provides a quantitative framework for linking trends in air cargo volume to trends in air cargo demand drivers;
- Trend analysis and extrapolation– Trend analysis uses historical growth patterns to develop traffic projections. Trend analysis can be implemented in any one of the following ways: (1) by calculating historical growth rates; (2) by performing time series regression (3) by using moving-average or exponential smoothing techniques; and
- Share analysis – Share analysis derives forecast traffic for an individual airport based on its share of a national or regional forecast. The following institutions develop cargo forecasts: the FAA (national), the USDOT Freight Analysis Framework (regional), Boeing (global and national), and Airbus (global and national).

The Consultant will develop forecasts for the following measures of airport air cargo activity for the five-, 10- and 20-year forecast periods:

- Air cargo volume (breakdown between belly cargo and all-cargo; and
- All-cargo aircraft operations and landed weight.

4.6 DEVELOP PEAK PERIOD FORECASTS AND DESIGN DAY SCHEDULES

The CONSULTANT will develop projections for the peak month, peak month average day (PMAD), and PMAD peak hour for each major segment of activity as follows:

- Passenger traffic (inbound, outbound, and total); and
- Aircraft operations (combined commercial, all-cargo, and general aviation)

In addition,, the CONSULTANT will develop similar peak hour projections, a design day flight schedule for the peak month average week day (PMAWD), and a peak month and domestic-international break out of projections for passenger traffic and aircraft operations.

These derivative forecasts will be used to assist in the development of future design day schedules, and will be prepared for the Base Year (2017), 2022, 2027, and 2037.

4.7 COORDINATE WITH FAA AND OBTAIN AVIATION FORECAST APPROVAL

Per the FAA Advisory Circular 150/5070-6B and recent updates, FAA approval of the Airport Master Plan forecasts is based upon the determination that the Airport Master Plan forecasts are supported by an acceptable forecasting approach and are consistent with the Terminal Area Forecast (TAF). Airport Master Plan forecasts for enplanements, aircraft operations, and number of based aircraft for large, medium, and small hub airports are considered consistent with the TAF if they differ from the TAF by less than 10 percent in years 1-5 and by less than 15 percent in years 6-10 of the forecast period.

To assist in gaining acceptance of the updated forecast traffic levels by the FAA that may result in continuing support by the FAA on future financial funding required to support capital improvements at SAT, the CONSULTANT will meet with the FAA to discuss forecast methodology. Following the completion of the preliminary aviation demand forecasts, the CONSULTANT will work with the FAA's ADO and APP if requested, and present preliminary forecast documentation for the approach and methodology with the draft forecast traffic levels compared to the latest TAF for review.

The CONSULTANT will provide written responses in the form of revised sections of the forecast documentation and a summary letter presenting the CONSULTANT's actions to resolve

questions and comments from the Airport and the FAA. The CONSULTANT will evaluate the Airport Master Plan forecasts using the latest TAF release as a reference. Significant differences, if any, will be investigated, explained, and reconciled to the extent possible.

4.8 DEVELOP 50-YEAR PROJECTIONS

Additionally, the CONSULTANT will also develop a high-level 50-year forecast to determine potential passenger levels, aircraft operations, and peak hour activity for the long-term of 50 years. A discussion will be provided outlining the likely a range of outcomes from 20 years to 50 years from the base year. Consideration will be given to historic variability and risks related to aviation demand. This long-term forecast is beyond the FAA's planning horizon of 20 years and not subject to its approval, but will start from the approved FAA 20-year forecast. This high-level forecast will be the basis of the assessment whether the SAT site can be expanded to meet long-term regional aviation needs in Task 7.

Data & Resources Required from the CITY or Other Parties:

- Airport Activity Statistics to potentially include landing fee reports from 1995 through 2015
- Existing air service analyses or studies
- Existing Gate Schedules for the Base Year (2017) peak month average day design day schedule. Existing gate/remote stand aircraft capabilities and airline assignments.

Responsibilities

- **CONSULTANT (WSP):** Serve as the point of contact for communications among the CITY and members of the CONSULTANT's Team unless otherwise agreed upon on a task by task basis for purposes of facilitating study performance efficiency and communications.
- **SUBCONSULTANT (Unison):** Prepare demand forecasts.
- **SUBCONSULTANT (EPS):** Develop data related to office space availability and vacancy rates.
- **CITY:** Assist in the collection of data, including any studies or records that will assist with the completion of the air service market assessment.

Travel:

- For the office space inventory, one two-person trip for field research and interviews.
- For the demand forecasting effort, two three-person trips: one to the FAA ADO to discuss forecast methodology and review process to review and present draft forecast to the CITY.

Deliverables:

The CONSULTANT will provide a compilation of the Aviation Activity Forecasts in a report form

for the City and other stakeholders to review the analysis methodology and results of the forecast analysis performed for SAT. The report containing the Aviation Activity Forecasts will summarize the assumptions, methodology and results of the forecast, and will include tables, graphics and sources used. In addition, the Baseline forecast will be compared to the latest TAF for the Airport. The report will be delivered in electronic format. In addition, the CONSULTANT will prepare a summary of the forecast data that is suitable for inclusion in AEDT noise model.

The report will contain complete aviation forecasts for SAT for existing conditions, 5-, 10-, and 20-year increments. These forecasts will be coordinated with CITY, FAA, State, and other interests to ensure that the study proceeds based on generally supported assumptions.

Work products include:

- PowerPoint presentation summarizing forecast assumptions and results; along with forecast tables (in MS Excel format) providing detailed analysis and assumptions;
- Draft Forecast of Aviation Activity Forecast Chapter in Microsoft Word and PDF format for City review and comment;
- Final Draft Forecast of Aviation Activity Forecast Chapter in Microsoft Word and PDF format for City and FAA review and comment;
- Final FAA-approved forecasts will be submitted to City; and
- Forecast data acceptable for input into the noise modeling software in MS Excel format.
- Task does not include the preparation of materials for presentations to the various committees and working groups outlined in Task 1 Stakeholder Engagement.

5 ROADWAY DEMAND PROJECTIONS AND NEEDS

5.1 EXTERNAL ROAD NETWORK PROJECTIONS AND NEEDS

CONSULTANT will utilize the AAMPO TDM to obtain 2040 volume projections for the roadway network surrounding the airport. Growth rates for traffic volumes based on future demographics will be determined from the AAMPO TDM and used to project future roadway volumes. A map will be developed depicting 2040 over-capacity corridors using the V/C ratio from the travel demand model. Locations of critical over-capacity roadways serving the airport will be identified and an assessment of additional lanes needed based on projected daily volumes will be developed.

5.2 INTERSECTION OPERATIONAL ANALYSIS

CONSULTANT will perform LOS and delay analysis for the AM and PM peak hours for future conditions (future years to be determined), at the intersections listed in Task 2.10, using Synchro software. Future traffic volumes will be developed using growth rates derived from the AAMPO TDM and applied to existing count data. Future volumes will be input into the software for peak hours.

Airport passenger forecasts will be reviewed and converted to vehicle trips by mode (transit, taxi, private pick-up/drop-off, park-and-fly, TNC, etc.) based on available data. The airport trips will be distributed and assigned to the internal roadway network and airport access points using existing count data and available airport origin-destination data. Some consideration will be given to the utilization of autonomous vehicles on airport property in the future.

The final volume projections will be entered in the Synchro model to evaluate the intersections and calculate LOS and delay for each peak hour. The analysis results will show which intersections are anticipated to operate poorly or over-capacity in the future as growth occurs in San Antonio and at the airport.

In addition to the traditional peak periods for the roadway network, the CONSULTANT shall include roadway and curbside requirements for the period leading into the peak terminal departure hour and the period corresponding to the peak terminal arrivals hour. The CONSULTANT will run the Synchro model for the base year⁷ (2017) and future years (five-, 10-, and 20-year planning periods).

⁷ Traffic counts developed in Task 2.10 will be for 2018.

5.3 OTHER FACILITIES

Internal Airport Operations

Using the volume projections, CONSULTANT will qualitatively evaluate the capacity of the pick-up/drop-off operations and identify where these locations are operationally deficient. Internal airport circulation will be reviewed.

Parking

CONSULTANT will estimate future on- and off-site parking demand based on growth projections associated with each user group at the airport. An evaluation of parking supply vs. demand will be conducted, incorporating plans for additional parking where proposed.

FAA AC 150/5360-13, *Planning and Design Guidelines for Airport Terminal Facilities* contains guidelines for planning of public parking facilities and will be used to develop future parking demand projections.

Responsibilities:

- **CONSULTANT:** prepare the landside roadway demand forecasts.

Deliverables:

- CONSULTANT will prepare Landside Demand Forecasts.
- Future Conditions Needs Assessment Documentation – includes methodology for developing traffic volume forecasts and for incorporating airport passenger forecasts, provides LOS and delay calculations at intersections for future years for AM and PM peak hours. Includes additional peak airport arrival and departure analysis results for intersections located within or adjacent to airport.
- Map of congested roadways using V/C ratios from future year conditions.
- Qualitative assessment of additional lanes needed to accommodate future demand.
- Identification of airport roadways and intersections requiring long-term major improvements that may not be accommodated within current airport boundaries.

6 2012 ECONOMIC IMPACT STUDY UPDATE

The outcome of this task will be an update to the 2012 economic impact study. For the sake of SAT's public and government relations efforts and credibility and to maintain analytical consistency, the following sub tasks are intended to replicate the methodology and data sources utilized in the previous study. The results will provide SAT with findings directly comparable to the 2012 study.

6.1 DATA COLLECTION

As use in the 2012 study, there are two divisions of data sources to update the economic impact analysis: primary and secondary data.

6.1.1 WEB-BASED SURVEY (PRIMARY DATA)

The primary data collection involves replicating a web-based survey to airport tenants and businesses to create a statistical database of full-time and part-time jobs by employment category, payroll expenditures and total operational expenditures of these businesses. The CONSULTANT will use SAT's tenant directory to identify the list of businesses for distribution and will work with SAT staff for coordination and distribution of the survey link. The CONSULTANT will design a brief operational survey in a web-based platform to collect the information. The objective of the survey is to collect a statistically valid sample size that represents nearly all tenants. As necessary, the CONSULTANT will follow-up with individual business contact persons to ensure the data collected contain the appropriate number and quality of responses.

6.1.2 SECONDARY DATA

A variety of secondary data sources are essential to updating the 2012 economic impact study with the same methodology. In general, all the data sources used then are still being provided, but it must be determined whether the San Antonio Convention & Visitor Bureau (SACVB) has updated any of the information (through their own visitor studies) regarding expenditure and trip length. As such, the CONSULTANT will collect the following data for the purposes as described:

- Enplanements and Non-Local Visitors: USDOT T-100 data (total enplanements) and Db1b data to identify origin-destination of non-originating enplanements;
- Trip Length and Visitor Expenditures: the SACVB conducted an economic impact study in 2004, called ExPact 2004 Convention Expenditures & Impact Study, which was utilized for trip length, purpose, and expenditures in lodging, food and beverage (dining), transportation, entertainment, and shopping. The SACVB completed an economic impact study in 2015 that may have collected similarly detailed information regarding the same metrics, which the CONSULTANT will utilize;

- General Aviation Traffic to SAT: CONSULTANT will use ETMS data from the FAA to identify GA traffic numbers to SAT;
- International (Mexican and Canadian) Visitor Profiles: the 2012 study identified number of visitors and spending patterns originating from Mexico or Canada utilizing SACVB information, as well. To the extent that this information has been updated and maintained, the CONSULTANT will collect the necessary data to ensure this remains a component of the overall visitation impact estimates;
- Crew Overnights: using FAA Part 117 data and the OAG, the CONSULTANT will estimate the total number of hours for which crew are reimbursed for overnights, as well as their lodging per diems;
- SAT Operations: The CONSULTANT will work with SAT staff to identify the number of Airport operations data, including number of jobs by category – e.g. commercial airlines, charter services, general aviation, maintenance, ground crews, cargo operations, fixed-base operators, government and other services, concessions, etc.;
- Capital Improvements: The CONSULTANT will also work with SAT staff to obtain the appropriate level of information on the current year capital improvements; and
- Regional Input-Output Accounts: the economic impacts analysis requires acquisition of baseline regional economic accounts. The CONSULTANT will purchase data from IMPLAN for identification of the business-to-business economic activity that occurs relevant for the Greater San Antonio economy.

6.2 OPERATIONAL ECONOMIC IMPACTS

The Airport's primary economic impacts are operational. The objective of this task is to quantify the economic impact of all activities related to the operation of the Airport and its related business. For this and the following task (capital impacts), the CONSULTANT will update the direct, indirect, and induced economic impacts related to each aspect described below. For each of the categories of economic impact, the metrics will include the number of jobs, total earnings (wages and benefits), total output (total spending related to demand for respective business categories), and value-added (the metric most closely associated with Gross Regional Product (GRP)). Where appropriate, the public revenue impacts will be documented as well. And for direct comparison, the CONSULTANT will also provide a summary of the findings of this analysis alongside the 2012 findings.

6.2.1 DIRECT IMPACTS

The impacts directly related to the Airport's operations will be documented in terms of total jobs by business category (e.g. cargo, charter services, commercial, maintenance, concessions, etc.). The associated wages, output, GRP, and public revenues generated by these direct activities will also be calculated. The inputs to the economic impact model will come primarily from the data collected through the web-based survey of airport tenants and related businesses.

6.2.2 INDIRECT IMPACTS

The indirect impacts of the Airport's operations related to the number of non-local and

international visitors, as well as the impacts of dead-heading crew members that overnight in San Antonio. The inputs to the economic impact model for this stage of the analysis will include the number of non-local commercial and general aviation enplanements; the number of visitors and their associated spending on lodging, dining, shopping, entertainment, and transportation that originate from outside the U.S. (provided by the SACVB); as well as the number of overnight crew hours.

6.2.3 INDUCED IMPACTS

The next round of impacts (i.e. induced) that occur are a quantification of the jobs, wages, output and additional GRP that results when the households of workers employed in the direct and indirect industries make expenditures related to ordinary household retail or services purchases (e.g. shopping, dining, recreation, financial services, etc.). The inputs to this estimates are largely a byproduct of the modeling of direct and indirect activities inputs from the tasks above. This round of impacts will also generate levels of public revenue impacts.

6.3 CAPITAL ECONOMIC IMPACTS

A smaller, but significant, portion of the Airport's overall economic impacts relates to capital improvement expenditures made on an annual basis. As with the operational impacts, the CONSULTANT will provide a summary of the findings of this analysis alongside the 2012 findings.

6.3.1 DIRECT IMPACTS

The direct impacts associated with the construction of capital improvements are characterized by the jobs, earnings, output, and GRP for the businesses and contractors employed to produce the capital improvements. Inputs to the economic model in this case, as opposed to the operational analysis, will be the value of capital improvements, which are translated as the "final demand" or output of an economic activity.

6.3.2 INDIRECT IMPACTS

The indirect impacts associated with the construction of capital improvements related to the upstream producers and suppliers that provide materials and services that serve as inputs to the direct activity of construction. For example, these businesses, sometimes referred to as "upstream" activities or "business-to-business" relationships, are the manufacturing of machinery used in the construction process itself, steel or concrete production, equipment manufacturing, or technology manufacturers, etc. As with the direct activities, the inputs to these estimates are largely related to the inputs to the direct activities.

6.3.3 INDUCED IMPACTS

As with the operational impacts of the Airport's operations, the induced impacts are the jobs, wages, output and additional GRP that results when the households of workers employed in the direct and indirect industries make expenditures related to ordinary household retail or

services purchases (e.g. shopping, dining, recreation, financial services, etc.). The inputs to this category are also largely a byproduct of the modeling of direct and indirect activities inputs from the tasks above. This round of impacts will also generate levels of public revenue impacts.

Responsibilities:

- **CONSULTANT (WSP):** The CONSULTANT will serve as the point of contact for communications among the City and members of the CONSULTANT's Team unless otherwise agreed upon on a task by task basis for purposes of facilitating study performance efficiency and communications.
- **SUBCONSULTANT (EPS):** Prepare the analysis described herein.

Data & Resources Required from the CLIENT or Other Parties:

- Data from the San Antonio Convention and Visitor's Bureau to assist in Sub Task 1
- Data related to historical capital improvement expenditures.

Travel/Meetings:

- One two-person trip (EPS) for research and interviews.
- One three-person trip (EPS & WSP) for review of preliminary findings.
- One two-person trip (EPS & WSP) for presentation of final findings.

Deliverables:

- A summary of the data sources, analysis, and methodology used to update all the data necessary to update the economic 2012 economic impact study. Presentation of the differences (if any) between this effort and the 2012 study encountered in the collection of data, the analysis, and the next steps regarding analysis. This will ensure that all stakeholders are a part of the data discovery process and to provide assurances that expectations for the impact analysis update are met;
- An overview of the findings from the operational impact analysis for stakeholder review. The CONSULTANT may also include a presentation to stakeholders that will include an overview of the methodology, the inputs and any further development of them since the previous deliverable and client feedback, as well as the findings of the operational impact analysis. This will allow for additional opportunities to discuss the study, its findings, and how they will be utilized and incorporated into the larger Airport Master Plan effort; and
- A complete draft economic impact report that includes an executive summary, which will provide an overview of the findings, the data sources, the methodologies, and the analysis. The report will also contain a technical appendix to document details of the analysis and findings. The CONSULTANT will present the findings of the entire economic impact study update to the Airport along with a draft version of the report. Following any feedback from the client team, the CONSULTANT will prepare a final version of the report that could be made available on SAT's website.

7 FACILITY REQUIREMENTS

The purpose of this study element is to develop an understanding of capacity needs to meet forecast aviation activity for the FAA's 20-year planning horizon. In addition, the analysis will help answer the 20-50-year question "Can the required longer-term facilities be made to fit at the current SAT site?"

7.1 AIRFIELD REQUIREMENTS

The CONSULTANT will identify for SAT the applicable airfield design standards, runway length requirements, and runway lighting and instrumentation, in accordance with an FAA-approved forecast and FAA guidance. In addition, the analysis will seek to identify the 50-year demand to determine the ultimate buildout requirements.

Identify Airfield Design Standards:

The existing airfield will be evaluated against FAA airfield design standards specified in FAA Advisory Circular 150/5300-13A Change 1, Airport Design, for the future critical aircraft to determine any non-standard elements, including an assessment of existing modifications to standard (MOS) and Hot Spots. This task will consider the planned uncoupling of Runways 13R-31L and 4-22.

In addition, the following elements of the existing airfield will be evaluated and updated, as needed:

- Airport Reference Code (ARC);
- Design Aircraft;
- Runway Design Code (RDC);
- Runway Safety Areas (RSA);
- Object Free Areas (OFA);
- Taxiway and runway dimensions;
- Runway Protection Zones (RPZs);
- Runway/taxiway separation;
- Taxiway/taxiway separation; and
- Building Restriction Line (BRL).

Also, requirements for accommodating UAS operations will be analyzed as needed.

Responsibilities:

- **CONSULTANT (WSP):** Prepare Airfield Requirements.

Travel:

- No travel required for this task

Deliverable:

- Airfield Facility Requirements

7.2 RUNWAY LENGTH REQUIREMENTS

A runway length analysis will be completed to determine the necessary takeoff and landing lengths that are required throughout the planning period. The aircraft manufacturer's planning manuals and aircraft manufacturer/airline performance engineering data will be used to complete this analysis in accordance with FAA AC 150/5325-4B, Runway Length Requirements for Airport Design. Landing requirements will be calculated at maximum landing weight for standard day and wet runway conditions. The takeoff requirements will be calculated for hot day conditions in two analyses, based on (1) maximum takeoff weight and (2) the reduced weight needed to reach a specified distance (payload/range analysis).

The critical aircraft and other aircraft in the air carrier fleet in the forecast will be used to calculate the required runway length for all runways throughout the planning period, as well as ultimately.

Responsibilities:

- **CONSULTANT (WSP):** Calculate Runway Length Requirements for up to five different aircraft.

Travel:

- One two-person trip to present draft technical findings.

Deliverable:

- Runways Length Requirements.

7.3 AIRFIELD INSTRUMENTATION AND LIGHTING

The existing lighting and instrument approach procedures and equipment available for each runway end will be assessed to determine if upgrades or additional capabilities will be needed within the planning period.

Responsibilities:

- **CONSULTANT (WSP):** Prepare requirements for Airfield Instrumentation and Lighting.

Travel:

- No travel required for this task.

Deliverables:

- Airfield Instrumentation and Lighting Requirements

7.4 RUNWAY 4 THRESHOLD REQUIREMENTS AND FINALIZING SRA

During the Inventory of Existing Conditions, a Safety Risk Assessment (SRA) of the intersection between Threshold 31L and Runway 4-22 will be conducted. The output of this task is a draft SRA report with preliminary recommendations for addressing safety concerns and mitigating hazards on aviation safety down to an appropriate level of safety and at a feasible cost based on FAA standards and best practices.

The following tasks are anticipated to be necessary to finalize the Safety Risk Assessment (SRA):

- Conduct technical studies for developing alternatives proposed during the SRA Panel Meeting;
- Propose final solutions for mitigating the risks; and
- Document the Mitigations Plan.
 - Prepare Final Document SRA results and provide final report to the SRA Panel members for review.
 - Finalize SRA report and acquire signatures (as necessary).

Note: Final mitigation measures proposed in the SRA document will be used by the CONSULTANT for developing alternatives achieving these recommendations during Phase II. The SRA document will be updated if needed to reflect the preferred alternative.

Responsibilities:

- **CONSULTANT (WSP):**
 - Supervise work of subconsultant Faith Group; and
 - Provide technical support and aviation safety expertise.
- **SUBCONSULTANT (FAITH GROUP):**
 - Prepare final SRA report; and
 - Provide aviation safety expertise.
- **CITY:** Review and approve final SRA report.

Travel:

- Three-person trip-days to discuss final findings with airport staff and SRA panel members as needed

Deliverables:

- Draft and Final SRA report; and
- Technical notes/documentation as needed.

7.5 AIRFIELD CAPACITY

This task serves to evaluate the current and long-term airside capacity needs, as follows:

- Model existing throughput and assess airside capacity for each runway configurations (e.g. South flow) and conditions (IMC/VMC); and
- Model future throughput and assess demand/capacity compatibility for each runway configuration and condition to determine the need for enhancements to the existing airfield as well as the need for additional runway capacity

Simulation will be performed using tools and methods based on qualitative airspace analysis by Air Traffic Management SME based on meetings with air traffic controllers and information provided by SAT's ATCT and TRACON.

The runway capacity evaluation will use the FAA's Airport MITRE's Runway Simulator, a FAA-approved simulation tool. This evaluation will be supplemented by qualitative airfield operations and capacity assessment based on analysis by Airside SMEs.

The simulations will typically consist of the following:

- Simulation of the current airside throughput and evaluation of existing capacities;
- Comparison with existing ATCT statistics and playbook for calibration purposes;
- Simulation of future throughput with existing airfield layout; and
- Discussions with stakeholders.

Responsibilities:

- **CONSULTANT (WSP):** Prepare airfield capacity analysis.

Travel:

- One two-person trip to discuss airfield capacity.

Deliverable:

- Detailed description the airport annual service volume for the current, five-, 10-, and 20-year timeframes.

7.6 TERMINAL FACILITY REQUIREMENTS

A terminal facility requirements program will be developed for the forecast levels of activity based upon the airline and activity characteristics determined from the surveys; forecasts of passenger activity; and airline and government agency input.

Peak hour passenger volumes are the standard aviation industry parameter by which airport terminal facilities are sized. Annual enplanements are an indicator of over-all airport size; however peak hour statistics more accurately describe the demand for airport facilities based upon the specific user patterns of a given airport. More accurately defined as Peak Hour-Average Day-Peak Month (PHADPM) passengers, this measures the number of enplaned, deplaned and total passengers departing, or arriving, on aircraft in an elapsed hour of a typically busy day.

The Design Hour forecasts for enplaned, deplaned and total passengers are developed to reflect historic scheduling patterns with alternative peak hour forecasts for potential major changes in operating patterns (i.e. hub activity). Design Hour passenger and passenger aircraft forecasts (domestic and international) will be developed from the annual forecasts.

All major elements of the terminal complex will be evaluated for capacity to meet projected demands, and requirements determined to meet forecast levels of activity. Passenger processing facilities will be sized to meet a level of service "C" (IATA 'Optimum) during peak periods and/or Airport standards as appropriate. Other governmental requirements - such as CBP and TSA - will be met as appropriate.

These facilities include:

- Aircraft gates and hardstands;
- Departure lounges;
- Baggage systems, both inbound and outbound;
- Airline operations space and GSE parking;
- Airline clubs and VIP rooms;
- Public areas, including lobbies, circulation and restrooms;
- Concessions, both secure and non-secure;
- Security screening of passengers and checked baggage, including immigration and customs inspection for international flights;
- Airport administration, security, police and other agencies;
- Terminal support (maintenance, storage and loading docks);
- Preliminary mechanical/electrical areas (based on a percentage of terminal area);
- Terminal curbs; and
- Public parking and rental cars.

Responsibilities:

- **CONSULTANT (WSP):** supervise work of subconsultant Hirsh Associates and develop documentation and produce drawings.
- **SUBCONSULTANT (Hirsh):** prepare terminal facilities requirements.

Travel/Meetings:

- One two-person trip will be made to present the results with stakeholders.

Deliverable:

- The terminal functional space program will be developed in tabular format with supporting text to explain the underlying assumptions for each element.

7.7 OTHER FACILITY REQUIREMENTS

Using the results of the previous task, as well as relevant information from others, determine and prepare a preliminary list of facility requirements needed to meet projected demands for the airport for existing, 5, 10, and 20-year time frames. These facility requirements will be used in the later comparative evaluations and will be based upon both the airport physical planning criteria and the aviation forecasts.

Using current FAA planning criteria and design standards, and CONSULTANT Team analyses, facility needs will be determined for the existing and future runway design codes. For estimating future tenant functions, such as the MROs and FBOs, in-person and telephone interviews will be conducted. Critical aircraft previously identified in the forecast chapter will be used to establish the appropriate design group for planning future facilities at the Airport. Facility requirements will be identified including airside and landside facilities and ground access. Facility recommendations from current studies for the Airport will be reviewed as appropriate, such as the fueling study and the new entrance road study the airport is completing. Other studies being completed by others for SAT will be reviewed and pertinent information will be included into the Airport Master Plan. Facilities to be analyzed include:

- Perimeter Security;
- Runways (number, orientation, strength, width and length);
- Taxiways;
- Helicopter landing pad(s);
- Corporate and general aviation (GA) aircraft aprons and ramp areas;
- Corporate/GA hangars;
- GA Terminals;
- Auto parking;
- Hangar access;
- Vehicle service road;
- Airport service roads for moving goods outside the fence;
- Commercial areas;

- ARFF station;
- Airfield support equipment needs will be identified;
- Lighting, NAVAIDs;
- Aircraft maintenance facilities (MRO);
- Aircraft Fuel Storage and main supply lines; and
- Unmanned Aerial Systems (UAS) facilities, if necessary.

Based on the interviews and CONSULTANT's understanding of industry practices, the facility space requirements will be developed the airport's support facilities:

- Identify overall space requirements for facilities' administrative, maintenance, and operations functions;
- Identify parking requirements for client vehicles, employee, visitor, and delivery vehicles; and
- Environmental and sustainability requirements.

Responsibilities:

- **CONSULTANT:** prepare other facility requirements.

Travel/Meetings:

- No travel required.

Deliverable:

- Detailed description of airport facilities required to meet aviation demands at the airport.

7.8 AIR CARGO FACILITY REQUIREMENTS

Facilities will be projected for the 20-year planning period in the FAA-approved forecast. The cargo projections for enplaned and deplaned cargo will be used to determine the following requirements:

- Cargo warehouse—industry and locally-observed cargo processing rates will be used to estimate future needs for warehousing, processing, bonded storage, and specialty space (e.g., pharma);
- Truck parking—the area needed for future loading dock parking will be projected; and
- Aircraft apron—future aircraft parking needs will reflect the types and number of expected aircraft.

7.9 50-YEAR AIRPORT FOOTPRINT REQUIREMENTS

Based on the 20-50-year forecast, a general airport footprint will be developed to be able to

answer whether the airport can meet the region's long-term air transportation needs at the existing site, with expansion as needed.

Given the variable nature of the 20-50-year forecast, general assumptions will be made about the facilities that would be needed to meet demand, focusing on those airport components that are most demanding in terms of limitations and property requirements, including:

- **Airfield**—runway length and number of runways needed to meet 20-50-year aircraft operations will generally be determined. Typical runway spacing and associated setbacks will be assumed to determine approximate property needed (detailed layout alternatives will be developed and evaluated in Phase II);
- **Overall terminal area**—based on the projected and types of aircraft, the number of required total aircraft boarding gates will be estimated. The 20-50-year terminal area footprint will also consider the number of projected passengers and general associated terminal building square footage. Gross assumptions will be made regarding the overall size of the passenger terminal area;
- **Access**—the general roadway and transit access requirements will be projected for the 20-50-year period to determine the general areas required;
- **Floodplain Reclamation**—For the purpose of determining feasibility, analyze the general range of options for expansion of usable airport property by reclaiming flooded land by relocation of Salado Creek, channelization of Salado Creek or combination of relocation and channelization (detailed layout of options and quantities of land that can be reclaimed will be developed and evaluated in Phase II); and
- **Other requirements**—assumptions will be made about total future space required for air cargo, support facilities, and tenant facilities.

Property expansion is assumed to be possible for the purposes of this general analysis, but hard constraints will be considered, likely including I-410, US-281, and the Wurzbach Parkway. The feasibility of potential future relocation of Salado Creek will be assessed.

It should be noted that this analysis will be general and serve to answer *whether* it is possible to meet 20-50-year demand at the expanded existing site. If this proves to be possible, then Phase II will analyze in detail *how* to best do so in the form of development alternatives, and funding and phasing the preferred development over time. If 20-50-year demand cannot be fully met at the expanded existing site, then it is anticipated that Phase II may focus on siting a supplemental or replacement airport to meet the region's long term aviation demand.

7.10 UTILITY REQUIREMENTS (DELETED)

Task deleted, this section left intentionally blank.

7.11 DRAINAGE SYSTEM CAPACITY

Drainage system capacity will be determined through the following process:

- Develop a new hydraulic model of the existing storm system using XPSTORM. Data from XPSTORM will be used in conjunction with HEC-RAS for those outfalls that discharge to the designated 100-year floodplain to determine how the base flood elevations impact the SAT storm drainage system and if the discharge to the floodplains will have any adverse impacts to the floodplains. Efforts associated with Letter of Map Revisions, including conditional revisions, are not included in this scope of work;
- Identify existing and potential/future flood-prone areas on the Airport property and identify potential capacity improvements;
- Stormwater capacity and modeling will be based on State, Local and Federal Guidelines, including FAA AC 5320-5D. Specifics related to design storms and temporary storage will include varying rainfall frequencies for differing portions of the airfield, as well as the potential damage to these respective areas;
- Review current FEMA hydraulic model for correctness and document any necessary changes required to correct the FEMA model. However, this does not include FEMA map revisions;
- Develop a corrected effective FEMA HEC-RAS model incorporating the required corrections previously identified. This model will be the basis of design for all hydraulic systems that drain to the Salado Creek;
- Develop hydraulic summaries for all storm drainage system outfalls that discharge to existing drainage features and drainage systems adjacent to SAT. These summaries will detail existing hydraulic conditions at all discharge locations; and
- Estimate the appropriate boundary conditions at locations where the SAT drainage systems connect to drainage facilities that are the responsibility of other agencies. Modeling of downstream facilities is not included in this scope of work.

Responsibilities:

- **CONSULTANT (WSP):** Coordinate with subconsultant Maestas, review reports.
- **SUBCONSULTANT (Maestas):** Conduct drainage facility requirements
- **CITY:** Assist with the completion of the drainage analysis.

Travel/Meetings:

- No air travel required for this task, conducted with local firms.

Deliverables:

Airport drainage requirements document, which will be based on FAA 150/5320-5D, Airport Drainage Design. The report sections will include the following:

- Discussion of anticipated short- and long-term applications of the system model; and Documentation of key aspects of each model approach. Model approach elements will include:
 - Description of the model setup process;
 - Definition of pipes and facilities to be included in the model;
 - Definition of basin planning areas;

- GIS data development and processing used to support the hydraulic model build;
- Current demand data;
- Description of baseline conditions;
- Identification of data used for model calibration; and
- Definition of model calibration process and objectives.
- Prepare all exhibits drawings using ArcGIS and AutoCAD Software, following new CAD/GIS Standards to be developed in Task 7.12;
- Report exhibits will show approximate location of utility in plan-view over an aerial of base maps provided by the City. If the size, type and owner of the utility is known, this information will be including on the exhibit and will be depicted via a legend;
- A utility coordination matrix will be prepared documenting utility owner, contact information, utility type, communication log, and general design requirements for protecting the facility. Any plans for improvements will be logged in this matrix; and
- Exhibits will include all survey data, existing system mapping, GIS data sets and hydraulic models. Exhibits will be provided in digital format and hard copy.

7.12 REVISE CADD/GIS STANDARDS

The scope of services for this task involves reviewing the existing SAT CADD Procedures Manual and City of San Antonio GIS guidance documents, comparing SAT's standards to other typical airport CADD/GIS standards, and analyzing SAT-specific needs. The purpose of this task is to provide SAT with a set of standards that will become part of all future deliverables by third parties, and will be used by all SAT staff. After review of the existing documents the team will propose improvements to SAT's CADD and GIS documents. Following discussion with SAT staff, CADD templates will be prepared.

The scope will include the following tasks:

- Review of existing SAT CADD Procedures Manual
- Review of existing City of San Antonio GIS guidance documents
- Meet with SAT's CADD/GIS staff to identify existing issues and areas of enhancement
- Compare CADD/GIS standards with typical airport standards
- Propose CADD/GIS standards drawings and text changes
- Develop CADD/GIS templates files
- Present draft CADD/GIS standards improvements to airport
- Finalize proposed CADD/GIS standards and templates

Responsibilities:

- **CONSULTANT (WSP):** Conduct work.
- **CITY:** Provide information to CONSULTANT, facilitate access for technical visits.

Travel:

- Two person one day air travel trip, hotel and meals to present results

Deliverables:

- Develop draft and final CADD/GIS templates and text files.

7.13 RECYCLING PLAN REQUIREMENTS

7.13.1 COMPARE EXISTING PLAN WITH INDUSTRY BEST PRACTICES

The CONSULTANT will compare the existing recycling plan to FAA documentation, guidance including "Guidance on Airport Recycling, Reuse, and Waste Reductions Plans" and "Recycling, Reuse and Waste Reduction at Airports", and industry best practices. The CONSULTANT will provide the results of the comparison in a memo.

Deliverables:

- Draft comparison memo (doc, pdf formats); and
- Final comparison memo (doc, pdf formats).

7.13.2 RECOMMENDATIONS FOR PLAN UPDATES

The CONSULTANT will provide up to 50 recommendations for updates to the existing recycling plan based on the information gathered in Task 2.16 and Task 7.13.1. The CONSULTANT will develop a memo that presents its recommendations.

Deliverables:

- Draft recommendations memo (doc, pdf formats); and
- Final recommendations memo (doc, pdf formats).

Travel:

Two driving trips for two people (150 miles roundtrip).

8 CONDITION ASSESSMENT DATA COMPILATION (DELETED)

Task deleted, this page intentionally left blank.

9 PREPARE PHASE I REPORT

Upon completion of the work in Task 2 through Task 7, the CONSULTANT will prepare a preliminary report to outline the analysis, methodologies, and findings of the Phase I study efforts. The narrative report will include draft chapters of the work completed to date. A PDF of the preliminary report will be submitted for review by the ASDC, TAC, FAA, and Airport officials.

The chapters included in the Phase I Report will include the following:

- Existing Conditions
- Aviation Demand Forecasts
- Airfield Capacity Analysis
- Facility Requirements
- Appendices (technical reports prepared to support the Phase I Report)

CONSULTANT will also prepare an Executive Summary of the Phase I Report.

Responsibilities:

- **CONSULTANT (WPS):**
 - Compile working papers and chapters to develop Phase I report; and
 - Prepare Executive Summary.
- **CITY:** Review and provide comment to draft of the Phase I report.

Travel:

- One five-person meeting with the CITY to present draft Phase I Report.

Deliverables:

- Outline of the Phase I Report for CITY review.
- Electronic PDF of the Draft and Final Phase I report and up to 10 paper copies.
- Presentation of findings to SAAS Staff, ASDC, and TAC.
- Up to 500 copies of a glossy Executive Summary not to exceed two tabloid size sheets printed on both sides.

10 PROJECT MANAGEMENT

Project management includes the general day-to-day administration and management of the project, including, client and project team communication, as well as progress reports to be submitted with each invoice. Other miscellaneous administrative items will be accounted for under this task as needed, including the development and maintenance of the project budget and schedule.

10.1 PROJECT MANAGEMENT AND ADMINISTRATION

The CONSULTANT shall manage the team of subconsultants, including:

- Manage WSP prime contract;
- Manage subconsultant contract and scope of work adherence;
- Mobilize project and team;
- Monitor contract compliance including insurance requirements and disadvantaged business enterprise (DBE) participation;
- Manage project progress and progress reporting required for project administration;
- Coordinate ongoing work among consultants and communicate with the client on behalf of the consulting team; and
- Coordinate general administrative and management tasks required for successful contract completion.

10.2 PROJECT SCHEDULE

Within three weeks of commencing services, the CONSULTANT will develop a detailed project schedule for accomplishing the Services along with a list of deliverables and submit them to SAT for review and approval. The CONSULTANT will incorporate comments into the schedule and the description of deliverables. The CONSULTANT will include a completion date for all services in the schedule that is no later than six months after the CITY issues a written Notice to Proceed for the services. SAT and the CONSULTANT will use the approved schedule to track progress of the CONSULTANT'S work.

10.3 PROJECT MEETINGS

The CONSULTANT will conduct project meetings with SAT's project management team and a smaller, executive leadership group. Project management meetings will occur every two weeks for the first six months of the Master Plan and once during the remaining months for a total of 16 meetings. The CONSULTANT'S Project Manager will attend all Project Meetings, either in person or via conference call (in case of a scheduling conflict, a suitable replacement will be agreed to with SAT). The CONSULTANT will ensure that its deputy project managers and key team members attend Project Meetings at appropriate stages of the Services.

The CONSULTANT will prepare a meeting agenda and distribute it to the CITY at least two

working days prior to the meetings. The CONSULTANT will provide draft meeting minutes to the CITY not later than three working days after Project Meetings. The CONSULTANT will incorporate SAT comments before final distribution of the minutes.

The agenda for each meeting will include, at a minimum:

- Review of the current project schedule.
- Technical status of the work in progress;
- Review of the current issues; and
- Action items.

In addition to the biweekly project management meetings, executive briefings will be held with the Airport director and other designated executives, as determined by the Airport director. These meetings serve to brief executive level staff in a time-efficient manner of “need to know” items, rather than routine management information, such as any upcoming potentially controversial topics or decisions requiring executive awareness or approval. These briefings are envisioned to be short and involve only a few executive level staff and Airport Master Plan team members. These meetings will typically occur every three to four weeks (up to eight meetings).

10.4 CONSULTANT PEER-REVIEW PANEL

The CONSULTANT will convene a panel to provide an internal aviation “reality check” at critical points in the two phases of the Master Plan process. Panel members will include principal-level consultant staff with professional backgrounds in the airline industry, construction industry, program management, and P3/airport finance industry. In Phase I, the panel will be mobilized after kickoff activities, and will be convened toward the end of the facility requirements task (Task 7) to review the study’s draft findings regarding future needs and shortfalls. Comments from the panel will be incorporated prior to delivery of the draft report to SAT.

10.5 QUALITY CONTROL

The CONSULTANT will maintain high quality for all work product. All work by subconsultants will be reviewed by WSP. All SAT final deliverables will be reviewed by a professional who did not produce the work and a technical editor according to ISO 9001. Draft technical work in progress may be shared with the CITY without quality review (or with parallel review) in the interest of time (and this will be disclosed).

10.6 STUDY DESIGN/PROJECT SCOPING FOR NEXT PHASES OF SERVICES

Based on the findings of the Phase I services, direction from CITY, and the San Antonio Airport Development Committee the CONSULTANT will develop a proposed scope of work for Phase

II. Phase II is envisioned to consist of either a continuation of planning for the development of SAT at the existing site; or, include consideration of a new airport site (possibly for a new supplemental airport or a replacement airport). In addition to an overall strategy and approach, descriptions of work tasks required for completion of the Airport Master Plan will be prepared. Guidelines provided by the CITY and those drawn from the FAA will be integrated into the scope of work. Initial and final draft copies of the general work program will be prepared and delivered to CITY for comments. The final product of this task will be a detailed scope of services for Phase II.

Responsibilities:

- **CONSULTANT (WSP):** Provide Project Management and quality control for the overall project.

Travel/Meetings:

- Attend meeting(s) to define, clarify, and establish task descriptions, work efforts, responsibilities, and the overall requirements of the work scope. These meetings will be held in the offices of the CITY, CONSULTANT or the FAA, as appropriate;
- Travel for the WSP Project Manager to all PM and Executive Meetings. Assuming the meetings can be scheduled to take place during the same trip, this requires 13 person trips; and
- Meetings: approximately 16 project management meetings, eight executive committee meetings, and two peer review meetings

Deliverables:

- Project schedules for project management meetings;
- Monthly progress reports;
- Meeting presentation materials/agendas and minutes; and
- Peer review panel technical memoranda.

11 ADDITIONAL SERVICES

This task serves to allow the CITY to direct the CONSULTANT to undertake additional needed services that are not foreseen and defined herein. Additional services could be required for reasons such as changes or rework due to new FAA guidance. Additionally, CITY may require additional technical support for early infrastructure decisions, that is, decisions that need to be made prior to the recommendations that will result from this plan. Also, not all services needed to support the stakeholder engagement and the ASDC can be defined in detail at this time. CITY staff direction will be required for each subtask that is to be undertaken under this Task. Written communication and CITY approval will be required prior to start of any contingency work; documentation will include nature of services, associated effort level and cost (including travel), and duration of services.

EXHIBIT 2

FEE SCHEDULE

Approved Labor Rates

City and Consultant have negotiated labor rates for all persons to provide services pursuant to this Agreement. Approved labor rates shall be kept on file at the Aviation Department Planning & Administration Division Office.

Should the Consultant need to replace key personnel, Consultant shall follow Section §4.5 of the Agreement. Consultant's key personnel shall not be replaced without the City's prior written consent, which shall not be unreasonably withheld.

Consultant shall invoice City only approved labor rates for work performed.

Fee

Consultant may invoice fee (profit) on approved labor and overhead in the amount of 10%.

Overhead Rates

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

Fee Summary by Task

	Task	Labor	Expenses	Total
1	Stakeholder Engagement	\$591,138.25	\$90,698.00	\$681,836.25
2	Existing Conditions	982,460.44	169,417.50	\$1,151,877.94
3	Pavement Management Plan	69,736.10	4,000.00	\$73,736.10
4	Aviation Demand Forecasts	147,281.69	18,200.00	\$165,481.69
5	Roadway Demand Projections & Needs	172,621.20	3,400.00	\$176,021.20
6	2012 Economic Impact Study Update	121,304.49	7,750.00	\$129,054.49
7	Facility Requirements	603,381.35	39,650.00	\$643,031.35
8	Deleted Task	0.00	0.00	\$0.00
9	Prepare Phase I Report	46,023.52	11,800.00	\$57,823.52
10	Project Management	389,850.25	36,000.00	\$425,850.25
11	Additional Services	95,000.00	5,000.00	\$100,000.00
		\$3,218,797.29	\$385,915.50	\$3,604,712.79

EXHIBIT 3

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



City of San Antonio

As of 6/2/08

**Reimbursable Expense Policy
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**Consultant & Contractor
Reimbursable Expense Policy**

1. GENERAL

1.1 Introduction

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

1.2 Scope

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

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

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

1.3 Policy

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

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

1.4 Definitions

The following definitions apply to this Policy:

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

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

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

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

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

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

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

1.5 Reimbursements

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

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

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

Entertainment expenses, including alcohol, are not reimbursable.

1.6 Interrupted Itinerary

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

2. Transportation Expenses

2.1 Guideline

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

2.2 Air Travel

Lowest Available Airfare

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

Use of Business or First Class

No reimbursement will be made for Business or First Class travel without advance written approval from the Aviation Director (or designee). (Note: Business or First Class accommodations obtained through use

of frequent flyer programs or at Contractor's expense will not require advance approval. However, Contractor must be able to provide the lowest available price of coach fair in order to be reimbursed for that portion of the expense.)

Extended Travel to Save Costs

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

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

2.3 Travel by Private Automobile

Reimbursement for Travel by Private Automobile

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

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

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

Reimbursement for Travel by Private Automobile in Lieu of Air Travel

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

Reimbursement for Travel To or From a Common Carrier Terminal

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

2.4 Travel by Private Aircraft

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

Example:

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

2.5 Rental Cars

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

Reimbursement

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

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

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

Insurance

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

2.6 Ground Transportation

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

Taxis

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

Airport Shuttle Service

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

Local Buses and Subways

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

3. Living Expenses

3.1 Lodging

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

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

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

- Alcohol (alone or part of meal)
- Entertainment
- Personal services
- Laundry/Dry cleaning if travel is less than five days

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

3.2 Non-Commercial Lodging

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

3.3 Meals Expense

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

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

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

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

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

3.4 Incidental Expenses

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

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

3.5 Daily Allowance and Lodging Allowance for Extended Travel

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

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

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

4. Relocation Assistance

4.1 Requirements

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

4.2 Limitations

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

<i>Personnel Type</i>	Relocation Assistance Limitations	
	<i>The lower of:</i>	
Key Position	Actual Allowable Expenses	\$10,000 max
Professional Positions	Actual Allowable Expenses	\$5,000 max

4.3 Allowable Expenses In General

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

4.4 Travel Expenses by Car

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

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

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

4.5 Household Goods and Personal Effect Expenses

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

4.6 Storage Expenses

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

4.7 Travel Expenses

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

4.8 Non-reimbursable Relocation Expenses

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

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

4.9 Relocation Assistance Recovery

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

5. Miscellaneous Expenses

5.1 General

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

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

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

- Business gifts.
- Snacks or other entertainment items for staff meetings and/or meetings with sub-Contractors.
- Mileage expense for purchase of items where the direct project related item purchased was not the sole reason for the trip.
- Carrying cases for cell phones or computers.
- Items that could be used on more than one project.

5.2 Telephone Calls

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

Personal phone calls are not reimbursable.

5.3 Local Business Meetings

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

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

6. Travel Expense Settlement

6.1 Reimbursement

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

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

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

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

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

6.2 Right to Audit

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

EXHIBIT 4
CITY OF SAN ANTONIO
AVIATION DEPARTMENT
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
UNDER 49 CFR PART 26

This DBE Program supersedes guidance issued by the operating administrations under former Part 23. It does not address the separate DBE Program for airport concessionaires, which shall be administered in accordance with 49 CFR Parts 23 and 26.

DBE PROGRAM

Definitions of Terms

The terms used in this Program have the meanings defined in 49 CFR 26.5.

Objectives/Policy Statement (26.1, 26.23)

The City of San Antonio Aviation Department (hereafter known as the City) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Ms. Lisa Brice has been designated as the DBE Liaison Officer (hereafter referred to as "DBELO"). In that capacity, DBELO is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the Department of Transportation.

The City has disseminated this policy statement to the FAA and all the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by way of City Ordinance via public announcements, including policy statements in each request for bids, request for proposals, etc.

Nondiscrimination (26.7)

The City will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE Program, the City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

DBE Program Updates (26.21)

The City's Aviation Department will continue to carry out this Program until all funds from DOT financial assistance have been expended. It will provide to DOT updates representing any significant changes in the Program.

DBE Liaison Officer (DBELO) (26.25)

We have designated the following individual as our DBE Liaison Officer:

Ms. Lisa Brice
9800 Airport Blvd.
San Antonio, TX 78216
(210) 207-3505
lisa.brice@sanantonio.gov

In this capacity, DBELO is responsible for implementing all aspects of the DBE Program and ensuring that the City complies with all provisions of 49 CFR Part 26. DBELO has direct, independent access to San Antonio International Airport's Aviation Director and CEO, Frank Miller, concerning DBE Program matters. DBELO has a staff of two Sr. Management Analyst, and one Contract Coordinator, as well as access to a full-time secretarial staff and two staff attorneys. An organizational chart displaying the DBELO's position within the Aviation Department is found in Attachment B to this Program.

DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts for compliance with this Program.
3. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
4. Assures that DBE goals are included in construction and professional services contracts (both race-neutral methods and contract-specific goals).
5. Analyzes the progress toward goal attainment and identifies ways to improve progress.
6. Participates in pre-bid and pre-construction meetings.
7. Advises the Director on DBE matters and achievement.
8. Determine contractor compliance with good faith efforts.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Plans and participates in DBE training seminars.

11. Is an Alternate Board Member of the South Central Texas Regional Certification Agency, and assists in expediting certification of DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in the State of Texas.

12. Provides outreach to DBEs and community organizations to advise them of opportunities.

[Note: The South Central Texas Regional Certification Agency (SCTRCA) assists the DBELO with various aspects of the program, i.e., maintaining and providing an updated Directory of DBEs, acting as the certifying agency for the DBE Program, etc. The SCTRCA follows all federal guidelines as mandated by 49 CFR Part 26].

Federal Financial Assistance Agreement Assurance (26.13)

The City has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The City's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved Program, the Department may impose sanctions as provided under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

DBE Financial Institutions (26.27)

It is the policy of the City to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. We have made the following efforts to identify and use such institutions: compiling a listing of banking and/or financial institutions, and referring firms in need of financial assistance to the appropriate source. We have identified, among others, the following institutions and agencies: South Texas Business Fund, Accion Texas, SBA, Frost Bank, Bank Of America, Wells Fargo, Broadway Bank. Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

Required Contract Clauses (26.13, 26.29)

Contract Assurance

The City of San Antonio Aviation Department will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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 City of San Antonio deems appropriate.

Prompt Payment

The City of San Antonio Aviation Department will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

Directory (26.31)

The South Central Texas Regional Certification Agency (SCTRCA) maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as a DBE. The directory is updated monthly. The Aviation Department and DBE Staff have access to the Directory via the secured Internet site and copies are available to contractors at pre-bid meetings. The Directory is also available as follows: by contacting the Airport DBE Staff (210) 207-3450 or the SCTRCA (210) 227-4722 or www.sctrca.sctrca.org.

Over concentration (26.33)

The City has not identified any over concentration of any type of work that would unduly burden the opportunities of non-DBE firms to participate in airport specific work. Should such be identified in the future, measures to correct the effects of over concentration will be presented to DOT-FAA for consideration.

Business Development Programs (26.35)

The City provides business assistance in the form of start-up guidance, technical assistance, informational resources, business workshops and seminars, help in bidding on federal, state, and local government contracts, specialized business counseling, licensing and permitting assistance. Sole Proprietors, Corporations, and Partnerships from Bexar County and the surrounding 12-county area wishing to receive assistance through any or all of our programs may contact the DBE Staff (210) 207-3450. Interested parties may obtain further information at www.sanantonio-airport.com.

Monitoring and Enforcement (26.37)

The City will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107. The City also will consider similar action under its own legal authorities, including responsibility determinations in future contracts. In accordance with the City's Default Remedies and Violations of Contract Clauses, a contractor that willfully violates or refuses to observe any of the conditions, provisions or stipulations of City of San Antonio contracts or the specifications, or is executing the same in bad faith or not in accordance with the terms thereof the Contractor will be ordered to discontinue all work under the contract and/or the contract will be terminated. Additionally, one general provision in City of San Antonio contracts requires contractors to comply with all Federal Regulations.

Quotas (26.43)

The City does not use quotas in any way in the administration of this DBE Program.

Setting Overall Goals (26.45)

The City's Aviation Department will annually establish overall goals if the City anticipates that it will award prime contracts exceeding \$250,000 in FAA funds in a Federal fiscal year in accordance with the

2-Step Process specified in 49 CFR Part 26.45. If the City does not anticipate awarding more than \$250,000 in FAA funds in prime contracts within the Federal fiscal year, the Aviation Department will not develop an overall goal. However, the existing DBE Program will remain in effect and the City will seek to fulfill the objectives outlined in 49 CFR Part 26.1 (See page 1 for the objectives the DBE Program.)

Process:

The City will annually establish overall goals in accordance with the 2-Step Process specified in 49 CFR Part 26.45. The first step is to determine the relative availability of DBEs in the San Antonio International Airport (SAT) market area, "base figure". Step 2 is to adjust the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the City would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry or past competitiveness of DBEs on projects.

The Aviation Department will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation [see 26.51(f)] and will track and report race-neutral and race-conscious participation separately.

For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following:

- DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures;
- DBE participation through a subcontract on a prime contract that does not carry a DBE goal;
- DBE participation on a prime contract exceeding a contract goal; and
- DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

The City's Aviation Department will submit its overall goal to DOT on August 1 of each year that it plans to award prime contracts exceeding \$250,000 in FAA funds in a Federal fiscal year.

Following this consultation, the Aviation Department will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the City's Aviation Department for 30 days following the date of the notice, and informing the public that the City and DOT will accept comments on the goal for 45 days from the date of the notice. Normally, the City will issue this notice by June 1 of each year that it is required to submit a goal. The notice will include addresses to which comments may be sent and addresses (including offices and web site) where the proposal may be received. The FY2010 Overall DBE Goals and Methodology will be distributed to the entire bidder's list for comment and posted on the San Antonio Airport System's website for a minimum of 30 days.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

The City will begin using its overall goal on October 1 of each year, unless it has received other instructions from DOT.

Means for Meeting Contract Goals (26.51)

The City will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime

contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g. a prime contractor uses a strict low bid system to award sub contracts).

The Aviation Department will use RN measures to increase DBE participation:

- Arranging solicitations to facilitate DBE and other small businesses participation (e.g. unbundling large contracts to make them more accessible to small businesses, encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
- Providing services to help DBEs and other small businesses to obtain bonding, insurance and financing;
- Providing technical assistance and other services; and
- Ensuring distribution of DBE Directory, through print and electronic means, to the widest feasible universe of potential prime contractors.

The City will use contract goals to meet any portion of the overall goal the City does not project being able to meet using race-conscious means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-conscious means.

The City will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. The City need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The City will express its contract goals as a percentage of the total amount of a DOT-assisted contract.

Good Faith Efforts (26.53)

Information to be submitted

The City treats bidder/offers' compliance with good faith effort requirements as a matter of responsiveness. Each solicitation for which a contract goal has been established will require all bidders/offers to submit the following information at the time of bid, however item (5) also known as the Letter of Intent is to be submitted no later than 5 days after notification of apparent award.

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment;
6. If the contract goal is not met, evidence of good faith efforts; and

Demonstration of good faith efforts

The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The following personnel are responsible for determining whether a bidder/offers who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible: **DBE Staff (San Antonio International Airport, 9800 Airport Blvd. San Antonio, TX 78216).**

The City's Aviation Department will ensure that all information is complete and accurate and will document the bidder's good faith efforts before it commits to the performance of the contract by the bidder.

Administrative Reconsideration

The City of San Antonio Aviation Department has set forth in the DBE Program that within 5 working days of being informed by the City that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offerer may request reconsideration. As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts. The bidder will have the opportunity to meet in person with our reconsideration official, **Aviation Director, 9800 Airport Blvd., San Antonio Texas, 78216**, to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The City will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts. The Aviation Director, who is an official who does not normally take part in the original good faith determination, will make the final decision on reconsideration. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts When a DBE is Replaced on a Contract

The City will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The City will require the prime contractor to notify the DBE Staff immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the City will require the prime contractor to obtain approval of the substitute DBE prior to beginning work and to provide copies of documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue notice of non-compliance to the contractor. Failure to comply with this article and/or to correct any deficiencies is considered a material breach and could subject contractor to any of the penalties listed in the City of San Antonio Ordinance No. 77758. Also, such failure may be considered a default for which City may terminate the agreement.

Counting DBE Participation (26.55)

The City will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

We will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

Certification (26.61 - 26.91)

The City will use the services of the SCTRCA, which uses the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The City will make its certification decisions based on the facts as a whole.

Process

The City uses the certification application form and documentation requirements found in Attachment H of this Program. For information about the certification process or to apply for certification, firms need

to contact The South Central Texas Regional Certification Agency (SCTRCA), 3201 Cherry Ridge St., Bldg C-319, San Antonio, TX 78230. Phone: (210) 227-4722.

Should the City propose to recommend the removal of a DBE's certification, the SCTRCA will follow procedures consistent with 49 CFR Part 26.87 of the Federal Rules and Regulations.

A firm that is decertified may not reapply for certification for at least 12 months from the date of the final decision. A copy of the decertification notice will be forwarded to the TUCP database repository.

Unified Certification Program (UCP)

During 2001, representatives from Texas' six certifying agencies met several times to discuss the implementation of a Unified Certification Program. The TUCP has been revised as of 3/2007. The San Antonio International Airport has a memorandum of agreement (MOA) with the Texas UCP. Additionally, the City has an agreement with the SCTRCA to administer all certifications under 26.89.

Certification Appeals

Any firm or complainant may appeal our decision in a certification matter to DOT. Such appeals may be sent to:

Department of Transportation, Office of Civil Rights, Certification Appeals Branch, 400 7th St., SW, Room 5414, Washington, DC 20590

The City and SCTRCA will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for its DOT-assisted contracting (e.g., certify a firm), if DOT has determined that our denial of its application was erroneous.

"Re-certifications"

The City will refer any firm or contractor in need of recertification to the South Central Texas Regional Certification Agency for processing. For details, see Attachment H, "Certification Procedures".

"Statement of No Change" Affidavits and Notices of Change

All DBEs are required to inform the SCTRCA, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the DBE's application for certification.

All owners of all certified DBEs are required to submit, on the anniversary date of their certification, a "no change" affidavit meeting the requirements of 26.83(j). The text of this affidavit is the following:

"I, _____ (name of contact/owner) hereby swear that the foregoing statements are true and correct and that I am including all material necessary to identify and explain the operations and ownership of _____ (Name of Firm). Further, I agree to provide current, complete, and accurate information regarding actual work performed on the project, the payment thereof, and any proposed changes of the foregoing arrangements. This information will be provided through the prime contractor or directly to the SCTRCA in the absence of a prime contractor. I also agree to permit the audit and examination of books, record, and files of the named firm. I understand that any material misrepresentation will be grounds for contract termination, decertification, and for initiating action under federal or state law concerning false statements."

DBEs are required to submit with this affidavit documentation of the firm's size and gross receipts. SCTRCA will notify all currently certified DBE firms of these obligations. This notification will inform DBEs that to submit the "no change" affidavit, their owners must swear or affirm that they meet all

regulatory requirements of Part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a Part 26 eligibility requirement (e.g., personal net worth), the obligation to submit a notice of change applies.

Personal Net Worth

All disadvantaged owners of applicants of currently certified DBEs, whose eligibility under Part 26 that the SCTRCA reviews, are required to submit a statement of personal net worth upon the Certification review of each firm. Attachment H sets forth the personal net worth form, and the documentation respondents must submit with it.

Information Collection and Reporting

Bidders List – 26.11 (c)

The Aviation Department maintains a bidder's list and records consisting of information about all DBE and non-DBE firm that bid or quote on DOT-assisted contracts. The Aviation Department is in the process of consolidating this information into single database with the understanding that the purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The Aviation Department will collect this information in the following ways:

- In contracts over \$200,000 the City requires a clause in the RFP requiring prime bidders to report the names, addresses, DBE status, of all firms.
- The City maintains a bidder's list, which monitors all firms that contract with the City.
- The bidder's list includes the name, address, contact person, DBE status, and NAICS codes. Presently, we do not ask for the annual gross receipts for DBE and Non-DBE firms on bid documents; however, we plan to begin collecting this information through the SCTRCA Office.
- The Aviation Department also helps monitor a database of Certified Minority/Women-Owned and Disadvantaged Business Enterprises. The main database is maintained and revised by the SCTRCA Office.
- The information will be prepared and maintained in the table provided.

Monitoring Payments to DBEs

The City will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. Any authorized representative of the City or DOT will make these records available for inspection upon request. This reporting requirement also extends to any certified DBE subcontractor.

The City will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

The City will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Reporting to DOT

The City will report DBE participation to DOT annually using the new Uniform Report of Awards and /or Commitments and Payments Form.

Confidentiality

The City will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth

requirement to a third party (other than DOT) without the written consent of the submitter.

EXHIBIT 5
REQUIRED FEDERAL CONTRACT PROVISIONS

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

I. ACCESS TO RECORDS AND REPORTS

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

II. GENERAL CIVIL RIGHTS PROVISIONS

Consultant 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 Consultant and sub-tier contractors/consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

III. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, Consultant, 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.

IV. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Consultant, 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.*)

V. ENERGY CONSERVATION REQUIREMENTS

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

VI. 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.

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

VII. 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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VIII. TRADE RESTRICTION CERTIFICATION

Consultant by entering into the Agreement certifies that:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to Consultant or subcontractor:

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

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

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

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

IX. VETERAN'S PREFERENCE

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

X. TEXTING WHEN DRIVING

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

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

XI. CERTIFICATION OF CONSULTANT REGARDING DEBARMENT

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

XII. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project.

Consultant will accomplish this by:

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

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

XIII. CERTIFICATION REGARDING LOBBYING

Consultant certifies by signing this Agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

XIV. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

XV. CLEAN AIR AND WATER POLLUTION CONTROL

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

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

XVI. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Consultant in connection with a specific contract where employees of the Consultant are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Consultant directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Consultant employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Consultant, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Consultant’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Consultant, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Consultant's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Consultant subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.