PROFESSIONAL SERVICES AGREEMENT
FOR ON CALL OUTSIDE ENVIRONMENTAL REMEDIATION SERVICES

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2018 and Progressive Environmental Services, Inc., D/B/A SWS Environmental Services, a Texas Corporation, acting by and through its authorized officer ("Consultant"), both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

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

1.1 "City" is defined in the preamble of this Agreement and includes its successors and assigns.

1.2 "Consultant" is defined in the preamble of this Agreement and includes its successors.

1.3 "Director" shall mean the director of City's Aviation Department.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for three (3) years, commencing upon final approval and execution of all parties, and terminating on _____, 2021. The City shall have the option to renew for an additional two (2) one-year terms with the same terms and conditions, upon approval of the Director of Aviation Department.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

III. SCOPE OF SERVICES

3.1 Consultant, in consideration for the compensation herein provided, as outlined in Article IV. Compensation, shall render the required professional services in connection with the Project, as more specifically outlined in Attachment 1, Scope of Services.

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

3.3 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.

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

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed One Million, Five Hundred Thousand and 00/100 United States Dollars ($1,500,000.00) for the primary three (3) years and two (2) one-year optional extensions, should they be exercised, for a total compensation, to be paid to Consultant pursuant to the Fee Schedule, attached hereto as Attachment 2.

4.2 Consultant shall submit invoices to City, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Aviation Department, P.O. Box 839966, San Antonio, Texas 78283-3966.

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

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

4.5 **Approved Labor Rates.** City and Consultant have negotiated approved labor rates for all persons to provide services pursuant to this agreement. Consultant shall invoice city only the individual approved labor rate amounts for work performed. For the term of the agreement, no raw labor rate shall exceed $128.25 per hour without prior written authorization. Additions or changes in classification of individuals to the approved raw labor rate list require written notification to and approval by city and must include the name, title and actual labor rate prior to the individual being assigned. Approved labor rates shall be kept on file at the Aviation Department's Environmental Stewardship Division.

4.6 **Escalation of Labor Rates.** Labor rates may be adjusted for escalation on an annual basis beginning in fiscal year 2020 (October 1, 2019) in the following manner: based on the overall percentage of increase reflected in the consumer price index (CPI) released each January by the Bureau of Labor Statistics. The labor rates may be increased up to, but no more than 3%. Consultant and subconsultants may adjust salaries only once each calendar year beginning in fiscal year 2020 (October 1, 2020) notwithstanding the

foregoing, no raw labor rate shall exceed $128.25 per hour for the term of the agreement. No adjustments may be made for decreases in the CPI."

V. OWNERSHIP OF DOCUMENTS

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

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Notwithstanding the foregoing, Consultant shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this agreement.

VI. RECORDS RETENTION

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

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

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

VII. TERMINATION

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

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

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

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

7.4 Defaults With Opportunity for Cure. Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have 30 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such 30 day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Failure to comply with the terms and conditions stated in Article XIV. SBEDA;
7.4.2 Bankruptcy or selling substantially all of company's assets;
7.4.3 Failing to perform or failing to comply with any covenant herein required; or
7.4.4 Performing unsatisfactorily.

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

7.6 Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant**,** or provided to Consultant**,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested by City.

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

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

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

VIII. NOTICE

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

If intended for City, to:

City of San Antonio
Aviation Department
Attn: Joshua Heiss
9800 Airport Blvd.
San Antonio, TX 78216

If intended for Consultant, to:

Progressive Environmental Services
Attn: Sandy Johnson
sandyj@nrcc.com
210-889-5634

Mailing Address:

1736 Bayview Avenue

Panama City, FL 32405

IX. NON-DISCRIMINATION

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

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "*On-call Environmental Remediation 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:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
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 negligent act, malpractice, error, or omission in professional services.

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

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

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

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

- Include the City, its officers, officials, employees, 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

Consultant, whose professional services are the subject of this Agreement, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS , City and the elected officials, employees, officers, directors, volunteers, and representatives of City, individually and collectively, from and against damages, liabilities or costs, Including reasonable attorney fee and defense costs, to the extent caused by Consultant's negligent performance of professional services under this

Agreement and anyone for whom Consultant legally or contractually is liable. The indemnity provided for in this Section 11.1 shall not apply to any liability resulting from the negligence of City, it 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 DEFENCES OF THE PARTIES UNDER TEXAS LAW.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement:

No subcontractors are intended or planned at this time. Should subcontractors be utilized during the course of the contract, Consultant shall adhere to the DBE requirements contained in Section XIV of this Agreement.

Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of San Antonio City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

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

12.4 Except as otherwise stated 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 consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

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

XIII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of "respondeat superior" shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIV. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 26, shall have "equality of opportunity" to participate in the awarding of federally funded Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-funded projects the DBE program requirements of 49 CFR Part 26 applies to the contract.

B. The Consultant agrees to employ good-faith efforts (as defined in the Aviation Department's DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE suppliers where feasible. Aviation Department consultants are expected to solicit bids from available DBEs on contracts which offer subcontracting opportunities.

C. Consultant specifically agrees to comply with all applicable provisions of the Aviation Department's DBE Program. The DBE Program may be obtained through the airport's DBE Liaison Officer at (210) 207-3592 or by contacting the City's Aviation Department.

D. ***Notification is hereby given that a DBE contract specific goal has been established on this RFQ***. The applicable DBE goal for On-Call Environmental Consulting Services is 6.76**%** as indicated above.

E. The Consultant shall appoint a high-level official to administer and coordinate the Consultant's efforts to carry out the DBE/ Policy and Program requisites. The Consultant's official should coordinate and ensure approval of the required "*Good-Faith Effort Plan*" **(DBE Form 1).**

F. The Consultant shall maintain records, as specified in the audit and records section of the contract, 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.

G. The Consultant shall agree to submit periodic reports of subcontract and/or supplier awards to DBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal agencies for the purpose of verifying DBE participation and good-faith efforts to carry out the DBE Policy and Program. All Aviation Department Consultants may be subject to a post-contract DBE audit. Audit

determination(s) may be considered and have a bearing in the evaluation of a Consultant's good-faith efforts on future airport contracts.

H. All Consultants with contracts subject to formal review and approval 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. Consultants failing to achieve the applicable contract specific DBE goal or Consultants failing to maintain the specific DBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved "*DBE Good-Faith Effort Plan*". *Consultants are required to satisfy applicable DBE program requirements prior to the award of the Aviation Department contract.* Consultants must submit a *DBE Good-Faith Effort Plan* (**DBE Form 1**) or they will be considered non-responsive.

I. The City and Aviation Department encourage the Consultant/Contractor to utilize currently approved and certified DBE firms on the contract for DBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge St., Building C Suite 319, San Antonio, Texas 78230 (210-227-4722) for information regarding DBE trade areas or to apply for DBE status. The Aviation Department accepts DBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin, and the Corpus Christi Regional Transportation Authority.

J. The following DBE-related contractual clause shall be applicable and is specifically included as part of the contract. Consultants/Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-funded 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".

Additionally, Contractors agree to the following prompt payment and retainage payment clause:

"The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than fifteen (15) days from the receipt of each payment the Prime Contractor receives from the City of San Antonio. The Prime Contractor further agrees to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE and non-DBE subcontractors".

K. All changes to the list of subcontractors submitted with the bid and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department's DBE Liaison Office. **DBE Form 3**, *Change of Subcontractors/Suppliers* (Attachment D) is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on airport projects. *Contractors shall make a good-faith effort to replace DBE subcontractors unable to perform on the contract with another DBE*

L. Failure or refusal by a Consultant or Contractor to comply with the DBE provisions herein or any applicable provisions of the DBE Program, either during the solicitation process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of San Antonio.

COUNTING JOINT VENTURES

Joint Ventures do not have to be fifty-one percent (51%) DBE owned in order to be counted toward the participation goal. Joint ventures that do not include any DBE firms will not count toward the goal. A joint venture with ownership of DBE partners in any percentage will be counted for that percentage equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, (provided the DBE ownership is real and substantial and the DBEs are performing a commercially useful function).

The required documentation to be submitted to the City, along with the proposal, for Joint Ventures with DBE partners shall include:

a. *DBE LLC/Joint Venture Information* **(DBE LLC JV FORM)**
b. The Joint Venture Agreement for the specific contract including a detailed statement of ownership.
c. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.
d. A description of the work to be performed by all the Joint Venture Partners.
e. Proof of current certification status of the individual DBE venture partners.

RECONSIDERATION MECHANISM

The Aviation Department's DBE Liaison will evaluate the "good faith efforts" of a firm. If after reviewing the good faith efforts submitted by Proposer, the DBE Liaison determines that the Consultant has failed to adequately document its good faith efforts, then the Consultant shall have the opportunity to provide written documentation or argument, to the Aviation Director, concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Consultant will have the opportunity to meet in person with the Aviation Director to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Aviation Director will provide a written decision on reconsideration explaining the basis of his decision. In cases of dispute, the final decision in determining whether Good Faith Efforts have been made rests with the Aviation Director.

The Aviation Director may determine that the efforts of the Consultant substantially comply with the purpose of this program and such determination is in the best interest of the DBE Program and the City. However, if the Aviation Director determines that the Consultant did not make good faith efforts to meet the goal, the decision is not administratively appealable to the Department of Transportation.

COMPLIANCE

If a Consultant is awarded a contract:

1. The bidder/consultant must not terminate for convenience a DBE subcontractor (or an approved substitute DBE 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. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the bidder/consultant must notify the City immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

2. The 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 contract. The Consultant will be required to obtain the DBE Liaison's prior approval of the substitute DBE, through the submittal of *Change of Subcontractors/Suppliers* (**DBE Form 3**) and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the Consultant fails or refuses to comply in the time specified, our office may issue a termination for default.

CONTRACT REQUIREMENTS

The goals on this contract shall also apply to amendments that require work beyond the scope of services originally required to accomplish the project. The Consultant is asked to 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 the prime contractor. Any amendment affecting the scope of service or value of the contract should be documented on a form acceptable to the City.

XV. CONFLICT OF INTEREST

15.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

15.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant. The Director of Aviation shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

XVII. SEVERABILITY

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

XVIII. LICENSES/CERTIFICATIONS

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

XIX. COMPLIANCE

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

XX. NONWAIVER OF PERFORMANCE

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

XXI. LAW APPLICABLE & LEGAL FEES

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

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

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

XXII. LEGAL AUTHORITY

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

XXIII. PARTIES BOUND

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

XXIV. CAPTIONS

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

XXV. INCORPORATION OF ATTACHMENTS

Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

XXVI. ENTIRE AGREEMENT

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

XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

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

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

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

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

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

XXVIII. PROHIBITED CONTRIBUTIONS

28.1 Consultant acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Consultant understands that if the legal signatory entering the contract has made such a contribution, the city may not award the contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the

response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

28.2 Consultant acknowledges that the City has identified this Agreement as high profile.

28.3 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Agreement. Should the signor of this Agreement violate this provision, the City Council may, in its discretion, declare this Agreement void.

XXIX. WAIVER OF CONSEQUENTIAL DAMAGES

In no event shall either party, their parents, affiliates, subsidiaries or their respective directors, officers or employees be liable to the other for any indirect, incidental, special, consequential or punitive damages whatsoever (including without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this Agreement, even if advised of the possibility of such damages.

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

CITY OF SAN ANTONIO, TEXAS

By:_____
Sheryl L. Sculley
City Manager

PROGRESSIVE ENVIRONMENTAL SERVICES, INC.

By: Daniel R. Mahanor
Daniel R. Mahanor (Oct 1, 2018)
Signature

Daniel Mahanor
Printed Name

VP of Operations
Title

Federal Tax ID#: 26-3604581

APPROVED AS TO FORM:

By:_____
City Attorney

ATTACHMENT 1

SCOPE OF SERVICES

This On-Call Contract will use Indefinite Delivery Orders (IDO) and Indefinite Delivery Quantities (IDQ) to respond to and perform environmental remediation related activities involving impacted soil and water media, environmental conditions, and hazardous material and fuel spills. The services to be provided will be used on an as-needed basis. Work to be performed under this Contract will consist of demolition and reconstruction, excavation, removal and or pumping, loading, transportation, management and disposal of impacted soils, water and/or other media from the San Antonio Airport Systems and any other City owned properties. The contaminants that have the potential to be present in the media include, but they are not limited to RCRA 11 metals, semi-volatile organic compound (SVOC), volatile organic compounds (VOCs), Total Petroleum Hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAHs), Polychlorinated biphenyls (PCBs), glycol, lead based paint, asbestos containing material (ACM), molds (fungi), pollen and dust, and other hazardous or offensive substances. Other work may include backfilling excavations, stockpiling, removal, waste characterization, recycling of construction debris, and disposal of construction/waste debris, municipal solid waste, industrial waste, lavatory waste, hazardous waste, toxic waste, Petroleum Storage Tanks (PSTs) and petroleum impacted waste and liquid wastes from the San Antonio Airport System. The Contractor will provide project specific laboratory analytical data of the media to be handled when needed for disposal. The Contractor will be required to generate, maintain and provide copies of waste manifests to the Aviation Department when rendering disposal services.

The scope of work may include projects that require emergency response and mobilization for the immediate service (such activities may include the removal of liquid waste from a fuel spill, sewer spill, or hazardous chemical spill) to remove potentially impacted media from a given area. Projects that require emergency response will require the Contractor to respond by phone within **thirty (30) minutes** of notification and mobilize to being working within **two (2) hours** of verbal or electronic notification. The airport operates 24 hours a day; therefore all Contractors must be able to perform required services 24/7 and on holidays and weekends.

In addition, during emergency spills and overflows Contractors response should be based upon a three (3) phased approach to remediate the area which includes the following: phase one (1) mitigating the emergency, phase two (2) performing initial restoration work to make the area operational, and phase three (3) continuation of all final repairs. Not all requests for work under this contract must begin with Phase one (1) or include all three (3) phases.

A. WORK AUTHORIZATIONS

The selected Contractor will be verbally or electronically notified of the proposed scope of work when emergency or non-emergency responses are required. When emergency projects are initiated the electronic notification provided will serve as an approved work authorization. If a project does not require an emergency response the City will provide Contractor with required response time and the time allowed to complete the scope of work in a formal work authorization. As-Built construction drawings may not be available for all areas; therefore the Contractor is responsible to familiarize himself with the existing conditions affecting the work through site verification if needed for proposal purposes. The Contractor will be responsible for verification of all dimensions, layouts and site conditions. For secured areas the CONTRACOTR can schedule a site visit with the city.

1. Non-Emergency Response

At such time when non-emergency work is requested, the selected Contractor will meet with a City representative to inspect the proposed work site and discuss the specific scope of work. The selected Contractor will submit a written cost estimate proposal to City representative based on the Contract Unit Prices, as established in the Price Proposal Form contained herein. Only the applicable Unit Prices submitted on this form shall be considered in developing the cost estimate. If items not addressed in the Price Proposal Form are necessary the price will be negotiated on an as needed basis and based on current industry pricing. If the costs of services submitted by the Contractor are not specified in this document and are not agreed upon by the City, the City reserves the right to approve only the services established in the contract and retain a different vendor to complete the remaining tasks. The City will review and approve the cost estimate prior to releasing a Work Authorization for all non-emergency work.

2. Emergency Response

When the Contractor is notified of emergency work he will be required to respond by phone within **thirty (30) minutes** and arrive onsite within **two (2) hours** of notification. After arrival the Contractor will perform a walkthrough of the damaged area with a city representative to determine the scope of work. The Contractor will start work immediately and must provide a written approach to the work and an estimate of time required to perform work that same day. The Contractor must maintain records of all emergency work performed. Once emergency work has been completed the Contractor will submit a proposal for the completed tasks which will be reviewed and approved by a City representative with all costs based on the Contract Unit Prices and hourly charges established in the Price Proposal Form. All costs, equipment, labor, profit and overhead shall be included in the Unit Price for each line item to complete the work. The selected Contractor shall use only those line items necessary to fulfill a particular work authorization. Any cost or scope of work discrepancies shall be corrected and agreed upon by City and selected Contractor prior to releasing the work authorization.

B. EXCAVATION OF IMPACTED SOILS

Contractor shall be responsible for field verifying all underground utilities and obtaining appropriate permits prior to beginning excavation activities. Contractor shall, at a minimum, contact a utility locate service (and any local utilities not included in the one call service) and coordinate utility inspections for field verification purposes. City shall not be responsible for any damage to utilities or other underground structures as a result of Contractor's excavation activities. Contractor fully shall be responsible and liable for any damages to utilities, private property, and infrastructure and any consequential damage arising from impact to utilities or underground structures as a result of Contractor's excavation or any other activity. Contractor shall be responsible for providing traffic control measures for projects deemed to need this service. Contractor shall excavate all soils using all necessary heavy equipment, including but not limited to such equipment as a backhoe, gradall, excavator, or bulldozer, unless field conditions warrant soft digging techniques such as hand excavation. Contractor shall employ work methods to prevent cross-contamination of media and equipment. When possible, Contractor shall excavate all soils and place the impacted soils directly into an authorized vehicle or container for transportation of impacted media. If soils are to be staged, Contractor shall take precautions to prevent cross-contamination to surrounding areas. Precautions may include placing the stockpile on asphalt or lining the staging area, constructing berms or silt fences around the staging area, and covering the stockpile to prevent Stormwater run-on/run-off and wind dispersion. Contractor shall implement engineering controls, such as wetting the material as necessary, to prevent dust and wind dispersion while excavating impacted soils. No visible dust or debris shall be generated during the excavation of impacted soils. Contractor may be required, at City's discretionary request, to provide air sampling to confirm no emissions of dust or contaminants of concern. Contractor shall prepare a Waste Management Plan (WMP) and a Health and Safety Plan (H&SP) prior to beginning any work. City's representative must receive and review these documents prior to issuing approval to proceed with the delivery order.

C. REMOVAL OF IMPACTED WATER

Contractor shall provide services for removal of contaminated water. When contaminated water is encountered on a site, the Contractor shall provide equipment to pump, filter and/or containerize the water for characterization, treatment, discharge and/or offsite disposal. The contractor shall be responsible for coordination of a vacuum truck onto the airfield. Contractor shall employ work methods to prevent cross-contamination of surface and sub-surface water and equipment. When possible, Contractor shall pump impacted water into an authorized vehicle for transportation of impacted water. Contractor shall implement engineering controls, such as berms, barriers or absorbent booms, to prevent contamination of surface water or subsurface water. Contractor may be required, at City's discretionary request, to provide water sampling to confirm no contaminants of concern and for hazardous waste characterization and disposal at a licensed wastewater disposal facility. Contractor shall prepare a Waste Management Plan (WMP) and a Health and Safety Plan (H&SP) prior to beginning any work. City's representative must receive and review these documents prior to issuing approval to proceed with the delivery order. Contractor shall be responsible for providing traffic control measures for projects deemed to need these services.

D. TRANSPORTATION AND DISPOSAL OF IMPACTED MEDIA

All impacted material shall be transported by an authorized hauler to an authorized disposal facility as described in this section, the Airport's Soil Management Plan and in compliance with applicable regulations. Contractor is

responsible for selecting licensed and regulated facilities approved to receive the waste. The Contractor is responsible for ensuring all transporters are insured, licensed, and permitted by the state, federal and local agencies (waste hauler permit issued by City's Solid Waste Department), as required for the waste material that is to be hauled. The selected Contractor shall provide proof of licenses and permits, as required, prior to commencing the work. All transporting vehicles shall be in good working condition. All loads must be covered to prevent dispersion of material while transporting the media from the project site to the selected landfill, disposal facility, or selected location. City reserves the right to remove transporters from the site if the vehicles are not in good working condition or do not have a cover for the impacted media. All transporters shall haul impacted media directly to the disposal/recycling facility or any other authorized facility and shall not spill or track impacted material in route to the authorized facility. If the Contractor requires decontamination of the transporters, it shall be done at the end of the work day and at the expense of Contractor. Truck liners may be allowed, at the expense of Contractor. In some instances, Contractor might be required to transport lightly impacted or non-impacted material to a different authorized facility. The same rules previously mentioned above are applicable for this particular instance.

E. SPILL CLEANUP

The Contractor shall provide services for on-call response, remediation, disposal and monitoring of spilled materials presently or formerly used in operations located within the airport. Materials may include, but not be limited to the following items: oils and greases, fuels, lavatory fluids, and ethylene glycol. The Contractor will be required to respond to a spill discovery within 30 minutes of notice by the Airport. Spill locations could include outdoor areas near airport terminals, airport tenant facilities, runways, or other locations in the airport. The Contractor will develop and notify the airport of spill response actions when they report onsite. Spills can be contained with absorbent materials or dikes to prevent further contamination and limit exposure to sewer and Stormwater systems located on the airport property. Spill contaminated media will be containerized and labeled in accordance with State and Federal requirements. Transportation of spill contaminated media will be utilized with transporters are insured, licensed, and permitted by the state, federal and local agencies as required for the waste material that is to be hauled. The Contractor will provide an after action spill cleanup report that identifies the details of the spill (location, spilled material, quantities) time and date, the response action taken, and the quantities of spill contaminated media treated, follow up remedial action, pictures, and copies of the transport and disposal manifests.

F. PETROLEUM STORAGE TANK REMOVAL

The selected Contractor properly shall remove and dispose of Underground/Aboveground Storage Tanks (USTs/ASTs) in accordance with Local, State and Federal regulations. The selected Contractor shall have and maintain current licenses, permits and training, as required, for storage tank removal, including, but not limited to:

- TCEQ A+B License (30 TAC 30.310)
- TCEQ Corrective Action Specialist (30 TAC 30.190)
- TCEQ Corrective Action Project Manager (30 TAC 30.180)

The selected Contractor shall properly notify the TCEQ and the City's Fire Marshall prior to any storage tank removal activities. The selected Contractor shall properly render the tank vapor-free and inert prior to removal activities, in accordance with American Petroleum Institute (API) and other accepted industry practices. All storage tanks permanently shall be removed from service and shall be destroyed, disposed of or recycled for scrap metal. Contractor is responsible for making all proper notifications prior the removal activities.

Soil and/or water removed from the tank basin shall be sampled and analyzed in accordance with TCEQ procedures and directives. As required, the selected Contractor shall over-excavate and dispose of impacted soils at an authorized facility. Regulated Petroleum Storage Tank sites shall be closed in accordance with TCEQ regulations. As required by TCEQ, the selected Contractor shall collect samples from the tank basin excavation in accordance with TCEQ's RG 411 requirements.

The selected Contractor shall provide a Tank Removal Report summarizing those activities, upon completion of the work. The selected Contractor shall be responsible for submitting the proper documentation to the agencies requiring this information. Copies of this documentation shall be sent to City's representative at the completion of the project.

G. CONSULTANT COORDINATION

The Contractor may be required to coordinate third-party air monitoring or project oversight with the City's representative Environmental Consultant (referred to in this document as City's On-call Consultant) when performing regulated activities. This On-call consultant will provide project management and/or air monitoring services for projects to be conducted by the Contractor. On-call Consultants may also be used to provide expert recommendations during remediation activities at which time the Contractor will be expected to coordinate work through the on-call consultant.

H. DECONTAMINATION

Contractor shall prevent cross-contamination of the impacted material to surrounding media by decontaminating all equipment, tools, personnel, etc. It shall be Contractor's responsibility to decontaminate transporting trucks and/or roll-offs containers prior to leaving the site. A dry method, such as brushing off visible debris from wheels and sides of the transporter is allowed. If a wet method is necessary to decontaminate any piece of equipment or a transporter, all decontamination waste must be containerized and properly disposed. If the material is saturated with liquids and has the potential to adhere to the transporter, Contractor shall line the transporter with a minimum of one layer of 6-mil plastic. Contractor shall decontaminate all equipment that has been in contact with the impacted media. Dry methods are preferred. As necessary, Contractor shall decontaminate using high-pressure water and non-phosphate detergent. All personnel that come into contact with the impacted material shall be decontaminated before leaving the site by removing and disposing of impacted clothing and washing with water and low foaming soap. Contractor shall perform more stringent decontamination methods, as appropriate. All decontamination procedures shall be identified and described in Contractor's WMP and H&SP.

I. PERSONAL PROTECTIVE EQUIPMENT

All tasks required as part of this contract have the potential to expose the worker to hazardous substances. All employees working on site (such as but not limited to equipment operators, general laborers, and others) potentially exposed to hazardous substances, health hazards, or safety hazards and their supervisors responsible for the site must abide by OSHA regulations and specifications outlined in 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER). Contractor is responsible for reviewing 29 CFR 1910.120, addressing engineering controls, work practices and personal protective equipment (PPE) for employee protection from exposure to hazardous substances and safety and health hazards. The personal protective equipment to be worn by the Contractor shall be identified and described in the H&SP provided by the Contractor and should abide by 29 CFR 1910.120 HAZWOPER. It is the Contractors responsibility to assess the work environment by providing personnel monitoring and determining, if additional PPE is necessary, once the scope of work is in process. The Contractor is responsible for the cost of providing PPE and equipment specified in the Contractor's HSP (bug spray, water, sun screen).

The Contractor agrees to provide a healthy and safe work site and working environment for its, employees, and Subcontractors during performance of services. In addition, the Contractor shall protect the health, safety, and welfare of city personnel, tenants, customers, and other occupants of the work site and the surrounding areas from any danger or exposure associated with work being performed.

The Contractor shall, at the end of each workday, remove all debris and potentially hazardous/dangerous materials used on the project unless approved by the city to remain. The Contractor shall collect abatement/remediation/construction debris frequently and dispose of in a lawful manner. Large disposal containers should remain covered at all times other than during loading activities.

J. TRAINING

Contractor shall ensure that all workers have completed required safety training, including but not limited to HAZWOPER training, as required by 29 CFR 1910.120. At a minimum, all workers who handle impacted media shall receive forty (40) hours of HAZWOPER Training. Additionally, Contractor's Supervisor also must have an additional eight (8) hours of Supervisor HAZWOPER Training. Contractor must submit copies of certificates for workers involved in the project, as part of the HS&P, prior to beginning work. City reserves the right to verify 40-hour HAZWOPER Training certificates of each Supervisor and construction worker, to ensure compliance with OSHA 1910.120 regulations.

K. SAMPLING AND ANALYSIS

Contractor may be required to collect and analyze samples as required to characterize waste for disposal, confirm petroleum storage tank removal and document field conditions. All samples shall be collected and analyzed in accordance with Local, State and Federal guidelines. All sampling and analysis required to determine compliance with cleanup standards shall be conducted by Contractor unless otherwise agreed upon with the city before project begins.

L. ADDITIONAL ENVIRONMENTAL REQUIREMENTS

Contractor shall exhibit professionalism during all aspects of this contract and perform all work under this contract in accordance with accepted industry standards and practices. Contractor shall control site safety, badging, and security at all times after the notice to proceed for a specific work authorization has been provided by City. As necessary, Contractor shall install temporary fencing, barricade tape or other means to control access by unauthorized persons. Costs associated with site security, badging, and safety are considered incidental and should be included in the contract rates provided on RFP Attachment B, Pricing Schedule. Work methods and quality control measures are the responsibility of Contractor. City reserves the right to approve or suspend work methods considered unsafe, illegal or ultimately detrimental to the Project or the City.

M. DAMAGE TO CITY PROPERTY

Any damage to property such as roadways, aircraft, aprons, drainage structures, etc. caused by the action of the vendor shall be repaired or replaced at the expense of the vendor to the satisfaction of the City. Failure to provide a plan to restore said property within two (2) working days following notification will result in a deduction from the next invoice of City expenses incurred through the execution of appropriate labor, material and equipment use or rental to restore the property to its original conditions. This contract requires Contractor to perform most tasks on an active airfield which means that certain damages to aprons or other airfield pavement may require immediate correction to prevent closure of the area to aircraft. If a closure does happened due to the actions of the Contractor the delay costs to the airlines and other parties associated with the closure will be the responsibility of the Contractor.

N. TRUCK STANDBY CHARGES

The selected Contractor shall be required to have an adequate number of transporters available for project specific dates and times as specified by City's representative. In the event that site activities delay the loading of the Contractor's transporters, due to unforeseen conditions, Contractor would be asked to switch to Standby charges. Standby time will begin two (2) hours after the truck has arrived to the project site. It will be Contractor's responsibility to notify City's representative on the arrival time of the trucks. City will not consider any standby charges that are not approved by City's representative within twenty four (24) hours of the incident. A unit bid item has been included in the Price Proposal Form to cover this charge in the event this situation arises.
Contractor shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Contractor shall provide staff for regular, overtime, night, weekend, and holiday service, as requested by Department. Persons retained by Contractor to perform work pursuant to this Agreement shall be employees or subcontractors of Contractor.

Contractor shall not commence service on any work authorization under this Agreement until being thoroughly briefed on the scope of the project and being notified to proceed. Should the scope subsequently change, either

Contractor or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

ATTACHMENT 2

FEE SCHEDULE

PRICE SCHEDULE

Respondents interested in this RFP shall provide pricing for all items on this Price Proposal Form. Failure to provide pricing for all items listed in this Price Proposal Form may result in the submittal to be deemed non-responsive and grounds for disqualification. Respondents also shall complete and sign this Price Proposal Form. Any items that require work that are not listed on this pricing scheduled may be negotiated before beginning work.

Item	Item Description[1]	Est. Annual Quantity	Unit	Unit Price
E.1.	**Mobilization**			
E.1.1	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of 1 to 250 cubic yards	1	EA	1,219
E.1.2.	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of 251 to 750 cubic yards	1	EA	1,219
E.1.3.	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of 751 to 5,000 cubic yards	1	EA	1,219
E.1.4.	Mobilization of equipment, personnel, tools and appurtenances for delivery orders of more than 5,000 cubic yards	1	EA	1,219
E.1.5.	Demobilization of equipment, personnel, tools and appurtenances	4	EA	1,219
E.2.	**Bulk Excavation and Loading of Impacted Soils**			
E.2.1.	Excavation of bulk soils 1 to 250 loose cubic yards	400	CY	5.07
E.2.2	Loading of bulk soils 1 to 250 loose cubic yards	400	CY	4.05
E.2.3.	Excavation of bulk soils 251 to 750 cubic yards	500	CY	2.59
E.2.4.	Loading of bulk soils 251 to 750 cubic yards	500	CY	3.09
E.2.5.	Excavation of bulk soils 751 to 5,000 cubic yards	1,000	CY	2.42
E.2.6.	Loading of bulk soils 751 to 5,000 cubic yards	1,000	CY	3.13
E.2.7.	Excavation of bulk soils more than 5,000 loose cubic yards	5,000	CY	4.35
E.2.8.	Loading of bulk soils more than 5,000 loose cubic yards	5,000	CY	3.17
E.3.	**Backfilling**			
E.3.1.	Backfilling and compaction of excavations	1,000	CY	37.75
E.4.	**Soils Stockpiling**			
E.4.1.	Soils stockpiling and protective measures	1,000	CY	3.70
E.4.2	Installation of silt fence	250	FT	2.50
E.4.3	Installation of straw filter socks	50	FT	50
E.5.	**Bulk Transportation of Impacted Soils**			
E.5.1.	Bulk transportation of LPST, Class 2, or Class 3 non-hazardous waste with a haul distance of 1 to 20 miles, one way.	25	CY	15.70
E.5.2.	Bulk transportation of LPST, Class 2, or Class 3 Non-hazardous waste with a haul distance of greater than 20 miles, one way.	25	CY	16.01
E.5.3.	Bulk transportation of Class 1 non-hazardous waste	500	CY	16.01
E.5.4.	Bulk transportation of hazardous waste	25	CY	62.81
E.5.5.	Bulk transportation of toxic (TSCA-regulated) waste	25	CY	62.81
E.6.	**Bulk Disposal of Impacted Soils**			
E.6.1.	Bulk disposal of LPST, Class 2, or Class 3 non-hazardous waste	25	CY	27.60
E.6.2.	Bulk disposal of Class 1 non-hazardous waste	500	CY	59.77
E.6.3.	Bulk disposal of hazardous waste	25	CY	327.75
E.6.4.	Bulk disposal of TSCA-regulated waste	25	CY	149.50
E.7.	**Bulk Transportation and Disposal of Liquid Waste**			
E.7.1	Bulk transportation and disposal of non-hazardous liquid waste	20,000	GAL	0.83
E.7.2.	Bulk transportation and disposal of hazardous liquid waste	100	GAL	3.50
E.8.	**Transportation and Disposal of Drummed and Roll-Off Waste**			
E.8.1.	Transportation and disposal of non-hazardous drummed liquid waste	1	DRM	250

E.8.2.	Transportation and disposal of hazardous drummed liquid waste	1	DRM	567
E.8.3.	Transportation and disposal of non-hazardous drummed solid waste	1	DRM	250
E.8.4.	Transportation and disposal of hazardous drummed solid waste	1	DRM	567
E.8.5.	Transportation and disposal of 20yd roll-off containerized Class 2 and Class 3 non-hazardous waste	1,000	CY	43.53
E.8.6.	Transportation and disposal of 30yd roll-off containerized Class 2 and Class 3 non-hazardous waste	1,000	CY	50.06
E.8.7.	Transportation and disposal of 40yd roll-off containerized Class 2 and Class 3 non-hazardous waste	1,300	CY	57.60
E.8.8	Transportation and disposal of 20yr roll-off containerized Class 1 non-hazardous waste	1,000	CY	77.13
E.8.9	Transportation and disposal of 30yr roll-off containerized Class 1 non-hazardous waste	1,000	CY	88.70
E.8.10	Transportation and disposal of 40yr roll-off containerized Class 1 non-hazardous waste	1,300	CY	102
E.8.11	Transportation and disposal of 20yd roll-off containerized hazardous waste	500	CY	390.56
E.9.	**Miscellaneous Items**			
E.9.1	Liquid Storage Tank Rental (6,500 gallon cap.)	1	Wk	350
E.9.2	Liquid Storage Tank Rental (20,000 gallon cap.)	1	Wk	525
E.9.3	Pump Rental 4”	1	DAY	175
E.9.4	Pump Rental 6”	1	DAY	250
E.9.5	Liner Material	2	EA	132.25
E.9.6	Traffic Control	7	DAY	2,147
E.9.7	Sample Collection (collection only)	10	EA	20
E.9.8	Health and Safety Plan	1	EA	500
E.9.9	Modifications to the Health and Safety Plan	1	EA	250
E.9.10	Waste Management Plan	1	EA	250
E.9.11	Modifications to the Waste Management Plan	1	EA	175
E.9.12	Overpack Drum	2	DRM	220
E.9.13	Steel Open-Top Drum	5	DRM	74.50
E.9.14	Steel Closed-Top Drum	5	DRM	74.50
E.9.15	Bioremediation Pad	1	EA	5,780
E.9.16	Petroleum Degrading Liquid	20	GAL	40.50
E.9.17	Petroleum Storage Tank Removal <10,000 capacity gallons	1	EA	3,476.70
E.9.18	Petroleum Storage Tank Removal ≥10,000 capacity gallons	1	EA	7,512
E.9.19	Clearing and Grubbing	1	Acre	4,594.27
E.9.20	Concrete/Asphalt and Bulky Item removal	20	TON	56.01
E.9.21	Seeding	500	SF	9.22
E.9.22	Liner Material	2	EA	132.55
E.9.23	Annual Oil Water Separator Service	1	EA	3,500
E.9.24	Removal, Transportation, and Disposal of Asbestos Cement Pipe <100 linear feet[2]	5	LF	413.62
E.9.25	Removal, Transportation, and Disposal of Asbestos Cement Pipe >100 linear feet[2]	101	LF	46.62
E.9.26	Transportation, and Disposal of Asbestos Cement Pipe <100 linear feet[2]	5	LF	251.02
E.9.27	Transportation, and Disposal of Asbestos Cement Pipe >100 linear feet[2]	101	LF	50.03
E.9.28	Written Report	10	EA	1,840.32
E.9.29	Truck Standby Charges	5	HR	116.45
E.9.30	Vacuum Truck 70-100 bbl	20	HR	70
E.9.31	Vacuum Truck 100-120bbl	20	HR	75
E.9.32	Municipal Solid Waste Disposal	100	CY	5
E.10	**Personnel**			
E.10.1	Project Manager	150	HR	128.25
E.10.2	Asbestos Abatement Supervisor	50	HR	101.25
E.10.3	Asbestos Abatement Technician	50	HR	74.25
E.10.4	General Supervisor	250	HR	61.50

E.10.5	General Forman	250	HR	49
E.10.6	General Technician	250	HR	41.50
E.10.7	General Laborer	250	HR	38
E.10.8	Truck Driver	50	HR	42.50

****Notes:**

(1) Each unit price item shall include all costs, profit, and overhead required to perform each line item.

(2) AC Pipe - To meet and/or exceed NESHAP and OSHA guidelines, the Contractor may contract or subcontract the AC pipe removal, disposal, and handling to an accredited Texas Department of State Health Services (TDSHS) licensed Asbestos Abatement Contractor, if necessary.

ATTACHMENT 3

CONSULTANT AND CONTRACTOR REIMBURSIBLE EXPENSE POLICY

Consultant
And
Contractor
Reimbursable Expense Policy

City of San Antonio

As of 02/23/12

Reimbursable Expense Policy
Table of Contents

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 Consultants and contractors (both of which shall hereinafter be referred to as "Consultant") in work performed pursuant to an agreement with the City of San Antonio (hereinafter the "City").

1.2 Scope

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

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

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

1.3 Policy

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

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

1.4 Definitions

The following definitions apply to this Policy:

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

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

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

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

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

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

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

1.5 Reimbursements

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

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

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

Entertainment expenses, including alcohol, are not reimbursable.

1.6 Interrupted Itinerary

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

2. Transportation Expenses

2.1 Guideline

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

2.2 Air Travel

Lowest Available Airfare

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

Use of Business or First Class

No reimbursement will be made for Business or First Class travel without advance written approval from the Aviation Director (or designee). (Note: Business or First Class accommodations obtained through use of frequent flyer programs or at Consultant's expense will not require advance approval. However, Consultant must be able to provide the lowest available price of coach fair in order to be reimbursed for that portion of the expense.)

Extended Travel to Save Costs

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

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

2.3 Travel by Private Automobile

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

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

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

Reimbursement for Travel by Private Automobile in Lieu of Air Travel
When a private automobile is used instead of available air travel for the personal convenience of the Consultant, reimbursement of transportation costs by private automobile shall not exceed the documented amount of airfare Consultant would have paid had the Consultant traveled by air.

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

2.4 Travel by Private Aircraft

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

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

2.5 Rental Cars

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

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

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

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

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

2.6 Ground Transportation

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

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

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

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

3. Living Expenses

3.1 Lodging

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

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

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

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

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

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

3.3 Meals Expense

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

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

Beginning of "Official Travel Time" Date of Departure		**Ending of "Official Travel Time" 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 Consultant employee's primary work site shall not be reimbursed.

3.4 Incidental Expenses

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

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

3.5 Daily Allowance and Lodging Allowance for Extended Travel

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

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

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

4. Relocation Assistance

4.1 Requirements

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

4.2 Limitations

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

Relocation Assistance Limitations

Personnel Type	***The lower of:***	
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 Consultant employee and members of their household while traveling from their former home to their new home. This will include reasonable lodging expenses that do not exceed one day in the area of the former home.

4.8 Non-reimbursable Relocation Expenses

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

- Any part of the purchase price of the new home.
- Expenses of buying or selling a home (including closing costs, mortgage fees, and points).
- Expenses of entering into or breaking a lease.
- Home improvements to help sell the former residence.
- Loss on the sale of the former residence.

- Mortgage penalties.
- Real estate taxes.
- Refitting of carpet and/or draperies.
- Return trips to former residence.
- Security deposits of any kind.
- Storage charges except as defined above.
- Registration fees for automobile license plates, tags, etc.
- Fees associated with acquiring a Texas driver's license.

4.9 Relocation Assistance Recovery

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

5. Miscellaneous Expenses

5.1 General

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

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

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

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

5.2 Telephone Calls

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

Personal phone calls are not reimbursable.

5.3 Local Business Meetings

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

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

6. Travel Expense Settlement

6.1 Reimbursement

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

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

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

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

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

6.2 Right to Audit

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

EXHIBIT 4

REQUIRED FEDERAL CONTRACT PROVISIONS

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

I. GENERAL CIVIL RIGHTS PROVISIONS

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

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

II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

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

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

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information,

the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

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

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

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

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems,

places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

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

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

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

IV. FEDERAL FAIR LABOR STANDARDS ACT

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

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

V. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL OUTSIDE ENVIRONMENTAL REMEDIATION SERVICES

STATE OF TEXAS §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, pursuant to Ordinance No. _____, passed and approved on the ____ day of _____, 2018 and Progressive Environmental Services, Inc., DBA SWS Environmental Services, a Texas Corporation, acting by and through its authorized officer ("Consultant"), both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

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

1.1 "City" is defined in the preamble of this Agreement and includes its successors and assigns.

1.2 "Consultant" is defined in the preamble of this Agreement and includes its successors.

1.3 "Director" shall mean the director of City's Aviation Department.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for three (3) years, commencing upon final approval and execution of all parties, and terminating on _____, 2021. The City shall have the option to renew for an additional two (2) one-year terms with the same terms and conditions, upon approval of the Director of Aviation Department.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

PSA for On-call Outside Environmental Remediation Services—Progressive–SWS Page 1

20180926 PSA for Outside Environmental Remediation Services--SWS--final.._

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