#### AN ORDINANCE

2019-03-07-0184

AUTHORIZING A LICENSE AGREEMENT WITH SAN ANTONIO MTA, L.P. D/B/A VERIZON WIRELESS FOR THE DESIGN, INSTALLATION, OPERATION, AND MAINTENANCE OF A NEUTRAL-HOST DISTRIBUTED ANTENNA SYSTEM AT THE SAN ANTONIO INTERNATIONAL AIRPORT COMPLEX.

\* \* \* \* \*

WHEREAS, the City has a need to increase wireless signal strength for the area in and around the San Antonio International Airport Complex ("Airport") to meet the growing demands for wireless service by Airport visitors and passengers flying into and out of the Airport in the future; and

WHEREAS, the City released a Request for Proposals ("RFP") for a neutrally-hosted Distributed Antenna System ("DAS") for the Airport that will improve wireless coverage and reliability at the Airport; and

**WHEREAS**, the DAS will include a separate antenna system that incorporates the City's and Bexar County's public safety radio frequencies; and

WHEREAS, a selection committee of City Staff evaluated responses to the RFP and scored the proposals based on the published criteria which included: experience, background and qualifications, proposed plan, Local Preference Program, and Veteran-Owned Small Business Preference Program; and

WHEREAS, the selection committee recommends entering into a License Agreement with San Antonio MTA, L.P. d/b/a Verizon Wireless ("Verizon") to design, install, operate, and maintain a neutral-host DAS at the Airport; and

WHEREAS, the proposed License Agreement will have a ten (10) year initial term and two (2) automatic five (5) year renewal periods; and

WHEREAS, the City's and Verizon's respective rights, duties and obligations are set forth in the proposed License Agreement; NOW THEREFORE:

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

**SECTION 1.** The terms and conditions of the License Agreement with San Antonio MTA, L.P. d/b/a Verizon Wireless for the design, installation, operation, and maintenance of a neutral-host Distributed Antenna System at the San Antonio International Airport Complex are hereby approved.

**SECTION 2.** The City Manager or designee is authorized to execute the License Agreement, a copy of which, in substantially final form is set out in **Exhibit A**.

RP 03/07/2019 Item No. 17

**SECTION 3.** Funds generated by this ordinance will be deposited into Fund 29006000, Internal Order 242000000001 and General Ledger 4401170.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This Ordinance shall become effective immediately upon its passage by eight (8) affirmative votes of the City Council. If less than eight (8) affirmative votes are received, then this Ordinance shall be effective ten (10) days after passage.

PASSED AND APPROVED this 7<sup>th</sup> day of March, 2019.

M A Y O R

LTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

to

Andy Segovia, City Attorney

Agenda Item:	17 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15A, 15B, 15C, 16, 17, 19, 21, 22, 23A, 23B						
Date:	03/07/2019						
Time:	09:39:10 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a license agreement with San Antonio MTA, L.P. d/b/a Verizon Wireless for the design, installation, operation and maintenance of a Distributed Antenna System at the San Antonio International Airport. [Carlos Contreras, Assistant City Manager; Russell Handy, Director, Aviation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		X				
Roberto C. Treviño	District 1		X				x
Art A. Hall	District 2		X			х	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		X				
Greg Brockhouse	District 6		X				
Ana E. Sandoval	District 7		х				
Manny Pelaez	District 8		X				
John Courage	District 9		x				
Clayton H. Perry	District 10		X				

### Exhibit A

# SAN ANTONIO INTERNATIONAL AIRPORT COMPLEX NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM (DAS) LICENSE AGREEMENT

made as of\_\_\_\_\_\_\_, 2019

by City of San Antonio, Texas

**Aviation Department** 

And

San Antonio MTA, L.P. d/b/a Verizon Wireless

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## SAN ANTONIO INTERNATIONAL AIRPORT COMPLEX NEUTRAL-HOST DISTRIBUTED ANTENNA SYSTEM LICENSE AGREEMENT

This San Antonio International Airport Complex Neutral-Host Distributed Antenna System ("DAS") License Agreement (the "Agreement") is made by the City of San Antonio, a Texas Municipal Corporation ("City"), acting by and through its City Manager, pursuant to Ordinance No. 2019- XX-XX-XXXX passed and approved on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Verizon Wireless"), with an address at 180 Washington Valley Road, Bedminster, New Jersey 07921. The City and Verizon Wireless may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the City is a home-rule city under the laws of the State of Texas and the owner of the San Antonio International Airport Complex ("Facility") located at 9800 Airport Blvd, San Antonio, Texas 78216, and is authorized to enter into such agreements as the City deems necessary in conjunction with the management and operations of the Facility, including, without limitation, this Agreement;

WHEREAS, on September 1, 2017, the City issued a Request for Proposal (RFP) for San Antonio International Airport Complex Neutral-Host Distributed Antenna System to design, install, operate and maintain a neutral-host Distributed Antenna System at the Facility, and Verizon Wireless submitted a proposal in response to the RFP;

WHEREAS, it is the desire of the City and Verizon Wireless in response to the RFP to enter into this Agreement in order to implement a neutral-host DAS in the Facility to provide extended and improved wireless communications for their existing and future technologies including "4G" and "5G" technologies therein;

WHEREAS, the neutral-host DAS will include a Public Safety System, that includes a separate electric power source specified by the City and a separate antenna system that incorporates certain radio frequencies and the complete rebroadcast of all channels in use by the City at the time of Verizon Wireless' installation of the Public Safety System;

WHEREAS, the Parties agree and intend that the DAS is being designed and installed so that the general public will have improved wireless communications connectivity inside and outside of the Facility, including expanded data connectivity on the frequencies licensed by the CMRS Carriers;

WHEREAS, the Parties intend to implement a neutral-host DAS program to assure equal, non-discriminatory access to the DAS to all qualified (as defined in Section 2(b)) CMRS operators. "CMRS" means Commercial Mobile Radio Systems that are existing or emerging and licensed services and technologies that include operators (Cellular, Enhanced Specialized Mobile Radio (ESMR), and Personal Communication Services (PCS)) and their commercially provided wireless services;

WHEREAS, Verizon Wireless, is the initial CMRS Carrier of what is proposed to be a group of future participating Qualified CMRS operators (each such Qualified CMRS operator being a "Future Participating Carrier" and together with Verizon Wireless being the "CMRS Carriers" and each being a "CMRS Carrier");

WHEREAS, Verizon Wireless is designated as the CMRS Carrier that will have the obligation for the design, installation, operation, maintenance and management of the neutral host DAS program in the Facility; and

WHEREAS, Verizon Wireless desires to acquire and the City desires to grant Verizon Wireless a license to the Facility for the limited purposes hereinafter designated to implement the DAS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. Project Scope.

- a. Grant of Access to Facility. As of the Effective Date (as defined in Section 13.q. of this Agreement), the City hereby grants Verizon Wireless the exclusive license, as defined further in Section 4(a), to access portions of the Facility as further defined herein to work to develop the DAS as defined herein in the Facility subject to the terms of this Agreement. The Parties understand the difficulty of the undertaking of designing, developing and installing of the DAS, and the logistical difficulty that multiple antenna systems within the Facility would present. Therefore, the City agrees to grant this license to Verizon Wireless to develop the neutral-host DAS which Verizon Wireless will make available to other Qualified CMRS operators as sub-licensees on a non-discriminatory basis such that no term of access, compensation or otherwise, will prejudice any CMRS licensed operator that desires to use the DAS. Verizon Wireless, however, shall coordinate with, and receive prior approval by, City Staff designated by the Director of the Facility to access the Facility during installation of the DAS to coordinate facility events and the construction schedule.
- b. The DAS. The City, as provided herein, is providing the CMRS Carriers with access to the Facility so that Verizon Wireless may install the DAS in the Facility in the areas set forth on Exhibit A ("Preliminary DAS Plans and Specifications"), as the same may be amended from time to time, to provide extended and improved wireless communications, including expanded broadband service, in the Facility's "DAS Coverage Area". The "DAS Coverage Area" includes: (i) those portions of the interior of the Facility included in the Preliminary DAS Plans and Specifications (as defined in Section 7(a) below), (ii) those portions of the Facility parking structures, loading dock areas, and adjacent sidewalks, walkways, stairs, and ramps included on the Preliminary DAS Plans and Specifications, and (iii) rooftop space on the Facility for future antenna node locations, and new power/fiber conduit paths to the roof of the Facility, which may, or may not, be depicted on the Preliminary DAS Plans and Specifications. The DAS shall consist of the wireless network systems, including without limitation, a series of hubs, repeaters, and multiple band antennas within and on the Facility to accommodate and extend radio frequency ("RF") signals from the CMRS Carriers and their commercially-provided

wireless services. The DAS includes all hardware and software associated with uplink and downlink RF including, but not limited to, power systems and back-ups, antennas, base stations, multiplexers, personal computers, cable and fiber, network monitoring and alerting systems, equipment rooms (including HVAC and fire suppression systems) and network operations systems owned, installed, operated, maintained, and managed by Verizon Wireless in and on the DAS Areas. The DAS Areas include the CMRS Carriers base station equipment room(s), equipment closets, and space reserved for the CMRS Carriers' headend equipment (as depicted in Exhibit A. Additionally, the City will grant to Verizon Wireless and/or the local fiber or utility provider a license for fiber running from the nearest public right of way to the DAS Areas to the extent necessary to serve the DAS, in City's sole determination, provided the location of the license shall discussed by Parties prior to City designating the location of the license. Upon approval by the City, , any other additions or modifications to the DAS Areas will be automatically included in the Agreement by exchange of correspondence with Verizon Wireless.

Public Safety System. The DAS shall not interfere with the City's and Bexar C. County's public safety 700/800 MHz radio frequencies. The frequencies range from 806 MHz -825 MHz and 851 MHz - 870 MHz for our 800 MHz; and 769 MHz - 775 MHz and 799 MHz -805 MHz for our 700 MHz layer (InterOp). The DAS shall include a separate antenna system that incorporates these frequencies and the complete rebroadcast of all channels in use by the City at the time of Verizon Wireless' installation of the Public Safety System. A complete list of channels shall be provided to Verizon Wireless by City, and 8-12 channel "channelized" public safety repeaters shall not be acceptable. The City requires the complete rebroadcast of all channels in use by the City at the time of Verizon Wireless' installation of the Public Safety System. The coordinates of the primary 800/700 MHz public safety tower donor site to the Facility is: 29-29-10.7N, 98-27-3.9W, Austin Hwy Tower, 1051B Austin Highway, San Antonio TX 78209; secondary public safety tower donor site is 29-32-54N, 98-20-34W, Topperwein/Fratt Tower, 11890 Topperwein Rd, San Antonio, Texas 78233; and tertiary public safety tower donor site is at 29-25-14.1N, 98-30-23.3, Frio Tower, 601 S. Frio St. San Antonio, Texas 78207. The DAS must meet current San Antonio Fire Code, Section 510 Emergency Responder Radio Coverage for the installation and acceptance testing. Verizon Wireless shall purchase and install the Public Safety System, and the City shall provide a separate, dedicated electrical source for the use of the Public Safety System, including required back-up power as outlined in Exhibit B. Upon completion of the Public Safety System, Verizon Wireless shall transfer ownership of the Public Safety System to the City pursuant to execution and delivery of a Bill of Sale in the form attached hereto as Exhibit I, which City shall execute within 60 days after final testing and acceptance of the Public Safety System. Verizon Wireless shall maintain, at no cost to the City, the Public Safety System for one (1) year from the date of the Bill of Sale; however, Verizon Wireless will not own, operate, or otherwise maintain the Public Safety System.

#### 2. Additions to the CMRS Carriers and Sublicensing.

a. <u>Future Participating Carriers</u>. The City acknowledges that while Verizon Wireless is the only CMRS Carrier currently developing the DAS at the Facility, it is anticipated to include Future Participating Carriers. The City further acknowledges and agrees that from time to time, upon written notice from Verizon Wireless, a Future Participating Carrier may be added as a CMRS Carrier. Such Future Participating Carrier will be added as a CMRS Carrier when Verizon Wireless and such Future Participating Carrier execute and deliver to City a

sublicense agreement whereby such Future Participating Carrier agrees to be bound by the obligations of a CMRS Carrier under this Agreement, including, but not limited to, its indemnification, insurance, and access requirements, and agrees to participate thereunder on an equal, pro rata basis. City is entitled to rely upon the decisions, notices, elections, and communications of Verizon Wireless as contemplated hereunder as if each such CMRS Carrier made such decisions, notices, elections or communications, and each such CMRS Carrier is hereby and forever estopped from claiming that such decisions, notices, elections or communications by Verizon Wireless do not bind any such CMRS Carrier. Except in the event of any emergencies, Verizon Wireless will be the point of contact for the City with respect to all other CMRS Carriers regarding any communications, defaults, notices or other actions with respect to the DAS, including assistance in overall coordination between the City and the CMRS Carriers, and each CMRS Carrier hereby consents to the receipt of all notices from the City hereunder by Verizon Wireless on behalf of such CMRS Carrier. A copy of the form of sublicense agreement is attached hereto as Exhibit E. If Verizon Wireless materially deviates from this form, the City will be given an advanced opportunity to review any such changes to the sublicense agreement with the Future Participating Carrier(s) in order to verify compliance with this Agreement.

- b. <u>CMRS Carrier Contracts</u>. Verizon Wireless may require the Future Participating Carrier(s) to enter into the contracts Verizon Wireless deems necessary with the terms of those contracts being offered to all Qualified CMRS operators on equal terms and conditions and with installation, operation, maintenance and monitoring costs and expenses being charged to all Qualified CMRS operators on a pro-rata basis. "Qualified" means that such CMRS operator must possess all required federal, state, local and other licenses applicable to that CMRS operator.
- Assignment or Sublicensing by CMRS Carriers. Consistent with the requirements of this Agreement, each CMRS Carrier will, whenever in its sole discretion it is required or appropriate for the operation of its business, have the right without prior notice to, or consent of, the City or any other Party to this Agreement, to transfer to a third party its license or sublicense (or otherwise transfer or allow the use of) all or any portion its rights to participation in the DAS, or its equipment, connections or space used in connection with the DAS, or assign its rights under this Agreement in whole or in part, to: (a) any entity controlling, controlled by or under common control with that CMRS Carrier; (b) any entity acquiring substantially all of the assets of that CMRS Carrier; (c) any entity lawfully authorized to use the equipment, or to use, operate, or resell the licensed frequencies or services of that CMRS Carrier; (d) any successor entity in a merger or consolidation involving that CMRS Carrier; or (e) a party providing financing to the CMRS Carrier. Provided, however, that any such assignment or sublicensing is subject to all the terms and conditions of this Agreement. Otherwise, the written consent by the City will be required and approved by ordinance. Verizon Wireless will provide the City written notice of any assignment, transfer, or sublicensing event under this Section 2(c) within 30 days following such event.

#### Development of the DAS.

a. The City will designate a "City Designated Representative" who will be the point of contact with respect to the Facility for Verizon Wireless regarding the installation of

the DAS in the Facility, including assistance in overall coordination.

- b. Verizon Wireless will designate a "Project Manager" as its appointee responsible for the implementation and management of all aspects of the day-to-day operations of the DAS.
- c. As between the City and Verizon Wireless, Verizon Wireless will have the sole responsibility as appropriate under the terms of the Agreement for the design, installation, operation, repair, modification, upgrade, alteration, maintenance, relocation, and removal of the DAS.
- d. <u>Safety</u>. Verizon Wireless is responsible for initiating and maintaining all safety precautions and programs in connection with its performance of this Agreement. The installation, operation or maintenance of the DAS shall not endanger or interfere with the safety of persons or property located at the Facility.
- e. Facility information and site/floor plan. The coverage area for both the DAS and Public Safety DAS includes the entire interior of Terminal A, Terminal B, Ramps and Tarmac, and the CONRac Building of the San Antonio International Airport Complex, including all levels, exhibit space, multipurpose space, meeting rooms, walkways, common areas, hallways, business center, administrative offices, security offices, maintenance offices, kitchens, storage areas, utility/mechanical rooms (Public Safety System, only), and loading docks. The aggregate area is approximately 2,200,316 sq. ft. (inside), as delineated in Exhibit A. A copy of the site and floor plans are attached hereto as Exhibit F (Facility Information and Site/Floor Plan).

#### 4. Grant of License; Use of the Facility; Marketing.

Subject to the terms and conditions of this Agreement, City hereby grants to Verizon Wireless, its permitted successors or assigns and any Future Participating Carrier(s) sublicensing the DAS and their permitted successors or assigns, an exclusive license (the "License") for the sole purpose of installing, operating, repairing, modifying, upgrading, altering, or replacing to accommodate future technologies, spectrum or end user requirements, and maintaining, inspecting, relocating, and removing, where necessary, but at the CMRS Carriers' sole expense (except as otherwise specified in this Agreement), the equipment required for the operation of the DAS in and on the Facility in the DAS Areas, including but not limited to, wires, cables, fiber, and antennas, system monitoring, management, and alerting. The City represents that it has the full authority, through ordinance(s) granted by the City or otherwise, to grant the License provided in this Agreement. The City hereby reserves the right to grant, renew or extend non-DAS licenses to others, provided that such grant, renewal, or extension does not interfere with the DAS or any equipment appurtenant thereto. In the event of any such interference, the City will ensure that the interference is removed or resolved to allow for Verizon Wireless' restoration of service to the original specifications within 24 hours. Nothing contained herein will be construed as granting to any CMRS Carrier any ownership rights in the Facility or to create a partnership or joint venture between the City and the CMRS Carriers. This Agreement is limited so that the CMRS Carriers may only install, maintain, upgrade, alter, replace and operate the DAS in the DAS Areas. Provided, however, the City shall allow the CMRS Carriers to use any available, existing conduit or interducts in the Facility for installation of wires, cables, and fiber, subject to the requirements of Section 7.b. of this Agreement.

- b. Except as expressly provided herein, each CMRS Carrier will accept the DAS Areas in their "As Is, With All Faults" conditions and understands and agrees that City is under no obligation to make any improvements, perform any work, or provide any materials to prepare the DAS Areas for the CMRS Carriers. CITY HEREBY DISCLAIMS, AND VERIZON WIRELESS ON BEHALF OF ITSELF AND ALL FUTURE PARTICIPATING CARRIERS HEREBY WAIVES ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED WITH RESPECT TO THE DAS AREAS (INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE). NOTHING CONTAINED HEREIN SHALL LIMIT ANY WARRANTIES PROVIDED BY THIRD PARTY MANUFACTURERS AS TO THE DAS EQUIPMENT INSTALLED IN THE DAS AREAS.
- Other Qualified CMRS Operators. The City hereby grants Verizon Wireless, its permitted successors or assigns, and any Future Participating Carrier(s) and their permitted successors or assigns, the exclusive right to install and offer the use of the DAS to wireless service providers for placement of wireless sites to be integrated into the DAS. The City agrees to refer all inquiries received from CMRS operators for the placement of wireless sites, or fiber-based microcellular (distributed antenna) systems, to Verizon Wireless, and will use its best efforts to encourage non-participating Qualified CMRS operators to utilize the DAS. If at any time during the Term of this Agreement, less than all Qualified CMRS operators in the San Antonio, Texas market are CMRS Carriers on the DAS, Verizon Wireless will be responsible for: (1) offering use of the DAS to those non-participating Qualified CMRS operators in the San Antonio, Texas market, and (2) maintaining a plan designed to periodically inform the nonparticipating Qualified CMRS operators in the San Antonio, Texas market of the capabilities of the DAS, and (3) encouraging non-participating Qualified CMRS operators in the San Antonio, Texas market to participate on the DAS under the terms and conditions set forth in this Agreement. The City agrees that it is in its best interest to grant these exclusive rights to Verizon Wireless in consideration of the significant capital investment necessary to develop the DAS. Verizon Wireless will use its best commercially-reasonable efforts to enter into Sublicense Agreements with at least two (2) of the major CMRS Carriers for use of the DAS, including AT&T, Sprint, and T-Mobile. If Verizon Wireless is unable to enter into a Sublicense Agreement with at least one (1) other major CMRS Carrier for use of the DAS within two (2) years of the execution of this Agreement, Verizon Wireless and the City shall cooperate in good faith to determine if the exclusive rights granted hereunder are in the City's best interests, and the City will make a final determination. Notwithstanding anything to the contrary contained in this Agreement, if Verizon Wireless does not have the exclusive right to offer use of the DAS to other Qualified CMRS operators as provided in this Section 4(c), Verizon Wireless may terminate this Agreement at any time upon ninety (90) days prior written notice to the City. If Verizon Wireless elects to terminate this Agreement pursuant to the provisions of this Section 4.c., it shall be entitled to reimbursement of the DAS Costs (as defined below) pursuant to the provisions of Section 5.d. of this Agreement.

d. <u>Wi-Fi not included</u>. The provision or propagation of Wi-Fi is specifically not included in the scope of services requested by the City and Verizon Wireless shall not incorporate Wi-Fi as part of the DAS.

#### 5. Term, Default and Termination.

- a. The "Initial Term" of this Agreement will be ten (10) years commencing on the Effective Date. Upon expiration of the Initial Term and if Verizon Wireless is not in default hereunder beyond any applicable cure period, this Agreement will automatically renew for two (2) consecutive five (5) year renewal periods unless either Party terminates it at the end of the then-current term by giving the other Party written notice of the intent to terminate at least 90 days prior to the end of the then-current term (such renewal period together with the Initial Term being the "Term").
- b. Verizon Wireless may terminate this Agreement at the end of the Initial Term or any renewal period by providing written notice of intent to terminate to the City at least ninety

  (90) days prior to the end of the Initial Term or applicable renewal period.
- c. If fewer than two (2) CMRS Carriers are participating in the DAS, the City may terminate this Agreement at the end of the Initial Term or any renewal period by providing written notice of intent to terminate to Verizon Wireless at least ninety (90) days prior to the end of the Initial Term or applicable renewal period. If the City elects to terminate this Agreement pursuant to the provisions of this Section 5.c., Verizon Wireless shall be entitled to reimbursement of the DAS Costs (as defined below) pursuant to the provisions of Section 5.d. of this Agreement.
- d. For Convenience. The City may terminate this Agreement without cause upon giving one hundred eighty (180) days' prior written notice to Verizon Wireless and upon payment of any applicable reimbursement amount in accordance with this Section 5.d. If the City exercises its right to terminate for convenience during the Initial Term, the City will reimburse Verizon Wireless the following percentage of the actual cost of the DAS (including without limitation, all costs relating to the design, construction, operation, maintenance and repair of the DAS) and the cost to remove all of the CMRS Carriers' base stations or CMRS Carrier-specific equipment (collectively, the "DAS Costs"), provided that such DAS Costs shall be capped at \$5,000,000:

Year of Term	Percentage (%) Reimbursement
1	100%
2	90%
3	80%
4	70%
5	60%

6	50%
7	40%
8	30%
9	20%
10	10%

The City agrees to pay such reimbursement amount to Verizon Wireless prior to the effective date of the termination of this Agreement; provided however, that in the event that the City's budget appropriation process cannot reasonably accommodate such reimbursement during the fiscal year that the City provides its termination notice under this Section 5(d), the City shall have ninety (90) days following the commencement of the fiscal year immediately following such year to pay such amount to Verizon Wireless.

Following installation of the DAS, Verizon Wireless agrees to provide the City with an inventory of all equipment, instruments, software, and hardware installed as a part of the DAS including all equipment, instruments, software, and hardware installed by sublicensees (the "Inventory"). Verizon Wireless shall provide an updated Inventory within 30 days after any modification or addition of equipment, instruments, software, and hardware installed as a part of the DAS by either Verizon Wireless, or any sublicensees. If the City exercises the right to terminate the Agreement under this section 5(d), Verizon Wireless will provide the City a detailed accounting of the current total of all DAS Costs, documented to the City's reasonable satisfaction. The City will have no obligation to reimburse Verizon Wireless under this section 5(d) until said accounting is delivered in writing and approved by the City. Any proprietary information provided by Verizon Wireless as part of the DAS Costs will be marked as such, and the City will protect such information from public disclosure subject to the protections of the Public Information Act, Chapter 552 of the Texas Government Code. All inventories shall be uploaded by Verizon Wireless to: ConcessionsSalesReports@sanantonio.gov.

- e. The City may avail itself of any remedies set forth in this Agreement, including the remedies set forth in Section 5(f) upon written notice to Verizon Wireless if: (i) the License hereunder granted is taken on execution or other process of law in any action brought against Verizon Wireless, (ii) Verizon Wireless is bankrupt, insolvent, a receiver or trustee is appointed for Verizon Wireless or Verizon Wireless petitions or has a petition filed under the US Bankruptcy Code or takes any other similar action, or (iii) Verizon Wireless fails to comply with any material provision of this Agreement and such default is not cured within sixty (60) days after receipt of written notice (unless the nature of the event takes longer to cure and Verizon Wireless commences a cure within such 60 day period and thereafter diligently pursues it).
- f. Remedies. Upon the occurrence of any event or events of default by Verizon Wireless lasting beyond the applicable cure period, the City will have the option to: (i) terminate the License granted under this Agreement, in which event Verizon Wireless' rights with respect to the DAS will be immediately terminated; or (ii) cure the default with Verizon Wireless agreeing to reimburse for the costs of such cure, and City will not be liable for any damages resulting to the DAS or any CMRS Carrier from such action. The City may also pursue any other remedies available under the terms of this Agreement, in law or equity.

- g. If the City fails to comply with any material provision of this Agreement and such default is not cured within sixty (60) days after receipt of written notice from Verizon Wireless (unless the nature of the event takes longer to cure and the City commences a cure within such 60 day period and thereafter diligently pursues it), Verizon Wireless may terminate this Agreement upon written notice to the City and pursue any other remedies available under the terms of this Agreement, in law or equity.
- h. If Verizon Wireless' rights under this Agreement are terminated, any CMRS Carrier may propose for approval by the City a substitute CMRS Carrier to assume the duties of Verizon Wireless under this Agreement, which approval will not be unreasonably withheld or delayed. If Verizon Wireless' rights under this Agreement are terminated and there are no other CMRS Carrier(s) to fulfill the role of Verizon Wireless, this Agreement shall be terminated.

#### Fees and Taxes.

- Annual License Fee, Commencing on the first day of the month following the Effective Date, and thereafter on the first day of each month during the Term, Verizon Wireless shall pay to City a monthly payment equal to 1/12 of the Annual License Fee at the rate of \$45,000 per year per CMRS Carrier participating in the DAS (the "Annual License Fee"). Commencing on the sixth (6th) annual anniversary of the Effective Date, and on each annual anniversary thereafter during the Term, the Annual License Fee will be increased by two percent (2%) of the Annual License Fee with respect to the immediately-preceding year. Annual License Fee for CMRS Carriers entering into Sublicense Agreements with Verizon Wireless will be equal to the then-current Annual License Fee paid by Verizon Wireless at the time the Sublicense Agreement is entered into, and will be subject to the two percent (2%) annual escalation thereafter. Each CMRS Carrier will pay its applicable License Fee directly to Verizon Wireless. Verizon Wireless shall transmit all applicable License Fees to City on or before the first day of each month. The monthly License Fee payment for each CMRS Carrier entering into Sublicense Agreements with Verizon Wireless will commence on the first day of the month following the effective date of the CMRS Carrier's Sublicense Agreement. acknowledges and agrees that Verizon Wireless' initial monthly License Fee payment(s), and the initial License Fee payment(s) of the additional CMRS Carriers, may not be sent for up to 90 days after the commencement date of the payment(s).
- b. Performance Guarantee. Within thirty (30) days after the Effective Date, Verizon Wireless shall deliver to the City an irrevocable standby letter of credit ("LOC") to guarantee the full and faithful performance by Verizon Wireless of all the terms and conditions of this Agreement and to stand as security for payment by Verizon Wireless of all claims by the City. The initial required amount of the LOC is FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS. Sixty (60) days after completion of the construction and installation of the DAS, Verizon Wireless may reduce the amount of the LOC to TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) DOLLARS for remainder of the Term.

The LOC shall be issued in a form that is satisfactory to the City and the City must be able to draw upon the LOC at any of the financial institution's establishments. The language of the LOC will unequivocally state that at the time this Agreement terminates or is terminated by the City

without cause, if there is consideration due and owing to the City from Verizon Wireless, then the amount equal to the consideration due the City shall be paid from the LOC, and shall be applied toward the settlement of said claim(s). Provided that if Verizon Wireless is not in payment default at the end of the Term, the City agrees to release the LOC, and Verizon Wireless shall have no further obligation to provide the LOC.

- c. <u>Fees and Taxes</u>. All costs related to the DAS, including but not limited to the design, installation, construction, operation, maintenance, improvement or otherwise will be completely funded by the CMRS Carriers and will be at no cost to the City. The CMRS Carriers will be completely responsible on a pro rata basis for paying all taxes levied on the DAS and its equipment. Except for the payment of Annual License Fees as outlined in this Agreement, there will be no other compensation due to the City by the CMRS Carriers.
- d. <u>Electricity</u>. Verizon Wireless will install a new transformer and provide all required electrical power to its head-end, and to the head-end for all additional CMRS Carriers. The City will provide Verizon Wireless and each CMRS Carrier access to electrical power, including without limitation, access to the City's existing backup power facilities, during the construction, monitoring, operation, maintenance, or repair of all portions of the DAS outside of the head-end (as delineated in <u>Exhibit A</u>), and the City will make available electrical power in quantities that are reasonably necessary for operation of the DAS (excluding Verizon Wireless' and the CMRS Carriers' head-end), as delineated in <u>Exhibit A</u>, at no cost to Verizon Wireless or the CMRS Carriers. The CMRS Carriers will pay all costs associated with extending and connecting the DAS to such electrical power, and all costs associated with extending and connecting power to the head-end and/or base stations. As provided in Section 1.c., the City will provide a separate, dedicated electrical source for the use of the Public Safety System, including required back-up power.
- e. <u>Late Fee.</u> Should Verizon fail to timely make any payments required hereunder, are delinquent for a period of ten (10) days or more from the date when such payment is due to the City, Verizon shall pay the City late fees from the date such payment became payable to the date of payment at the rate of one and one-half percent (1.5%) per month. City may, but is not obligated to, provide Verizon with a written reminder when payment has not been received within ten (10) days of the due date.
- f. <u>Payment Instructions</u>. Any amounts due hereunder shall be paid by Verizon by check payable to the City of San Antonio, which shall be delivered or mailed postage prepaid to the address in this section or to such other address as may be designated in writing:

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

Payments may also be made by Automatic Clearing House (ACH) transfer, or other alternative means, if agreed to, in writing by all parties.

#### Construction, Installation, Operation, Maintenance, Interference and Ownership of the DAS.

- a. Verizon Wireless will install the DAS in a good and workmanlike manner in accordance with: (i) industry standards and practices; (ii) the Aviation Standards and Specification for Construction Manual attached as <a href="Exhibit B">Exhibit B</a>; and (iii) the drawings, plans and specifications (the "Plans and Specifications") and bill of materials that will be provided to the City for review and approval prior to commencement of construction. The preliminary plans for the DAS are attached hereto as <a href="Exhibit A">Exhibit A</a> ("Preliminary DAS Plans and Specifications"). Review and approval of the Plans and Specifications will be provided by the Director of the City's Aviation Department, or his designee, by way of a written notice (which may include email) to proceed. Verizon Wireless agrees to provide the City Fire and Electrical Inspector staff with any pertinent information relating to the equipment installation and cabling upon their reasonable request. City's approval, which will not be unreasonably withheld, conditioned, or delayed, of such Plans and Specifications shall not be deemed a representation that they comply with applicable laws, ordinances, rules, and regulations.
- b. Upon completion of the DAS installation, as consideration for Verizon Wireless' use of existing City conduit and interducts throughout the Facility, for each fiber cable that is installed in existing City conduit and interdicts as part of the DAS within the Facility, Verizon Wireless shall provide the City with exclusive "rights of use" to eight (8) strands of Single Mode Fiber to existing closets (IDF/MDF) (designated as "City's Fiber"). The City's Fiber will not be available for use by the Licensee. Should the License Agreement be terminated by either Verizon Wireless or the City pursuant to the terms and conditions of the License Agreement, the City will retain ownership of the City's Fiber.
- c. Verizon Wireless must coordinate with the City all activities and hardware installations that affect the use of electrical, fiber, conduit, and cable trays. All installations by Verizon Wireless shall comply with all local electrical and fire codes. Any required cabling will be installed throughout the Facility within cable trays, conduits, J-hooks, or interducts. Verizon Wireless will supply and install all cable trays beyond what is currently available within the Facility needed for the DAS. Verizon Wireless shall obtain City approval prior to the installation of any additional cable trays, such approval not to be unreasonably withheld, conditioned, or delayed. The CMRS Carriers will provide lockable equipment cabinets. The CMRS Carriers' equipment will be stored in a neat and orderly fashion and will only be stored in areas authorized by the City for such storage. The City is not prescribing whether the DAS architecture should be dedicated for each CMRS Carrier or shared, but the City will not allow redundant cabling and antennas for each CMRS Carrier.
- d. City will have the right of prior notice of any contractors performing installation, modification or maintenance work on behalf of the CMRS Carriers that will be in the Facility. Verizon Wireless will submit the name of each contractor to City prior to such contractor performing any work at the Facility.
- e. <u>Hazardous Substances</u>. If any CMRS Carrier encounters any environmentally hazardous substances in the Facility, such CMRS Carrier will immediately notify City of such discovery and take all reasonable precautions to avoid the handling or disturbance of any such

environmentally hazardous substances in any manner. If a CMRS Carrier handles or disturbs such environmentally hazardous substances in the Facility, then such CMRS Carrier will conduct such activities it is required to conduct according to applicable environmental and safety laws and those specific rules established by City. If environmentally hazardous substances are discovered in the DAS Areas, the CMRS Carriers and the City will make all reasonable attempts: (1) to relocate the affected DAS Areas, (2) to modify the Plans and Specifications to address the impact of the environmentally hazardous substances in the Facility, and (3) to provide for an alternative location for the DAS away from that part of the DAS Areas originally contemplated for the DAS installation. Each CMRS Carrier will agree that no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCB's), or other environmentally hazardous materials, will either be used or stored by any CMRS Carrier in or around the DAS Areas or in the Facility, and no such materials will be used in any of the equipment installed by any CMRS Carrier as part of or connected to the DAS within the Facility. However, a CMRS Carrier may use or install those materials commonly used in the provision of telecommunications services that may contain environmentally hazardous materials, such as batteries, provided it does so in compliance with applicable law. Notwithstanding anything to the contrary, no CMRS Carrier will have any responsibility for managing, monitoring, or abating, nor be the owner of, nor have any liability for, any environmentally hazardous substances that it did not bring into the Facility.

- f. Each CMRS Carrier will agree not to use or permit the use of the DAS by its employees, subcontractors, agents or representatives for any purpose which is illegal or dangerous to life, limb, or property.
- g. Verizon Wireless will commission the design and construction of the DAS, and use commercially reasonable efforts to ensure that the DAS will be capable of accommodating the performance needs of the Future Participating Carriers.
- h. The CMRS Carriers will perform the DAS "DAS Acceptance Test Procedures" as outlined on <a href="Exhibit C">Exhibit C</a> to ensure that the DAS is operationally acceptable and will bear any expenses to remedy and implement any changes that are necessitated by the failure of the DAS to pass the Acceptance Test Procedures.
  - i. The CMRS Carriers will operate the DAS on a twenty-four (24) hour basis.
- j. After the DAS is installed in accordance with the approved Plans and Specifications, no CMRS Carrier may make any improvements or alterations affecting the appearance of DAS in those areas of the Facility that are generally visible to the public ("Public Areas") without the City's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed. All actions undertaken by a CMRS Carrier and all equipment, improvements or alterations made by a CMRS Carrier in any way related to this Agreement will be undertaken in compliance with all applicable laws, ordinances, building and safety codes, regulations and orders. The CMRS Carriers will have the right to upgrade or modify the DAS and the related equipment and implement new technologies or use different and additional spectrum to better serve end users of the DAS; provided however, that if additional Facility space is needed for such upgrade or modification, such additional space will be subject to the City's approval, such approval not to be unreasonably withheld,

conditioned or delayed.

- k. The CMRS Carriers may select and enter into a maintenance contract with a qualified third-party vendor ("Contractor") to provide for routine maintenance, monitoring and repair of the DAS. If any CMRS Carrier enters into a maintenance contract with a Contractor, that contract will include the same indemnification, insurance, and limitations on liability clauses as set forth in this Agreement. The Contractor will be subject to the access requirements set forth in Section 8 of the Agreement. The CMRS Carriers will bear the cost to maintain the DAS on an equal, pro-rata basis at no cost to the City. The CMRS Carriers will use their best commercially-reasonable efforts to maintain the DAS in accordance with the system uptime and performance criteria attached hereto and incorporated herein as Exhibit D ("DAS Uptime and Performance Criteria"). The CMRS Carriers will schedule any maintenance and repair, which may result in a service interruption, during periods when no major events are scheduled for the Facility, in the sole reasonable determination of the City. The CMRS Carriers will provide a copy of the maintenance, monitoring and repair contract to the City promptly after it is executed.
- Upon completion of the DAS installation, the CMRS Carriers will conduct radio frequency interference studies as necessary to determine interference with existing third-party communications systems caused by the DAS or any CMRS Carrier's equipment. The operation of the DAS or any CMRS Carrier's equipment will not interfere with the mechanical or electrical systems of the Facility, or the operation of any existing radio or telecommunication equipment operated on or from the Facility. The CMRS Carriers will take the steps necessary to correct and eliminate measurable interference with existing third-party communications systems within forty-eight (48) hours of receipt of notice. If the CMRS Carriers are unable to resolve the interference issue within this timeframe, they will voluntarily power down (turn off) the portion of DAS or CMRS Carrier's equipment causing the interference, except for intermittent testing, until such time as the interference is remedied. Any significant and or harmful interference detected throughout the operation of the DAS shall be a cause for immediate shutdown of the portion of the DAS that is causing the interference until such time as the interference is corrected by the CMRS Carriers. Under no circumstances will the DAS interfere with communications from the Public Safety System at the Facility. Such interference, if it occurs, will be addressed immediately by the CMRS Carriers.
- m. With the exception of a termination by the City under subsection 11(b), the DAS and all equipment appurtenant thereto installed by a CMRS Carrier, (excluding the base station equipment) that is then remaining in the Facility at the expiration of this Agreement will be deemed abandoned and become the property of the City in its "as-is," "where is" condition.
- n. The CMRS Carriers will agree to keep all improvements and alterations free and clear of all mechanic liens. In the event that a lien is filed against the Facility as a result of labor or material supplied in connection with the DAS, the CMRS Carriers, agrees to diligently contest such lien, and regardless of the success of such contest, obtain the release and discharge of such lien, or bond off such lien, within thirty (30) days after receipt of notice of such lien.
- o. All construction, installations, and improvements now or hereafter placed on the Facility will be installed or made in accordance with the standards, procedures, and requirements

of the applicable City Building Codes. No monitoring or inspection of any work on the DAS or otherwise by City representatives will be deemed supervision of any such employees or contractors of the CMRS Carriers. The CMRS Carriers will monitor and supervise all of their employees, agents, representatives, and contractors, and will assume full responsibility for them and the expertise and quality of all work, and in no event will they rely upon City, or any of its agents, employees, or representatives for all or any portion of the same. The CMRS Carriers will be responsible for any and all cost or expense arising from its installation, maintenance, operation or repair of any facilities installed or used by them in relation to the DAS pursuant to this Agreement, which will be shared among the CMRS Carriers on an equal, pro rata basis.

- p. Reports. Verizon Wireless will provide City with weekly construction status reports until the DAS is operational. Status reports shall be uploaded by Verizon Wireless to: ConcessionsSalesReports@sanantonio.gov. Within sixty (60) days after the DAS is operational, Verizon Wireless and applicable CMRS Carriers (or their Contractor) will provide the following reports to the City via email, web-based portal or in HTML format, such reports to be updated on a monthly basis in the event of any changes:
  - A complete list of major components showing a description and location for each;
  - (ii) A complete cable record and wiring diagram identifying all cable and system components by location, distribution cable, and key sheet as related to instrument assignments;
  - (iii) Documentation of all technology used for the DAS including, but not limited to: software database configurations; hardware equipment itemizations and configurations; electrical requirements; space requirements; peripheral equipment diagrams; rack profile diagrams; equipment shelf profile diagrams; cable plant interconnectivity charts; and wiring diagrams sufficient to facilitate effective operational support of the DAS;
  - (iv) Any changes to CMRS Carriers' frequency operations and/or power outputs if applicable; and monthly electrical usage; and
  - (v) Diminished coverage, and down time for the DAS.
- q. <u>Meetings</u>. Verizon Wireless will attend meetings or teleconferences with City staff, consisting of routine or emergency meetings concerning DAS operational issues and planning, as reasonably requested by City.
- r. <u>Support</u>. Verizon Wireless will provide on-site maintenance and technical support for the Public Safety System for a period of one (1) year following the date of the Bill of Sale. During this period, Verizon Wireless and its chosen contractor(s) will be designated as the primary point(s) of contact for any reported issues relating to the performance of the Public Safety System. Verizon Wireless will provide City personnel with a document detailing

contact procedures, including the name of the chosen contractor(s), list of contractor(s) personnel, and phone numbers to contact chosen contractor(s), to request support in the event of system issues. Verizon Wireless will agree to abide by established city standard response times for Public Safety Communications issues, including (but not limited to) a two hour minimum response for any major issue that renders public safety communications unavailable. Immediately prior to the expiration of one (1) year following the date of the Bill of Sale, Verizon Wireless agrees to provide City personnel with detailed support information to continue maintenance of the Public Safety System portion of the DAS system, including "as-built" wiring diagrams, prints and drawings, and access to the related monitoring module that is used in the continued monitoring and diagnostics of the Public Safety System. Verizon Wireless will insure that the Public Safety System portion of the DAS monitoring module is configured to notify the Facility's Airport Communications Center of all alarm and alert notifications generated by the Public Safety System portion of the DAS. Verizon Wireless will also provide any necessary training to City personnel as to the use of the software or systems used in the Public Safety System maintenance.

#### Access to the Facility.

- a. The CMRS Carriers and their Authorized Personnel must coordinate and receive prior approval by assigned City Staff to gain access to, and use of, the Facility seven (7) days per week, 24 hours per day to construct, operate and maintain, upgrade, test, repair, relocate, and replace the DAS, or a CMRS Carrier's equipment, as applicable. "Authorized Personnel" will include the employees, engineers, technicians, consultants, agents, sub-licensees, contractors, and subcontractors of the CMRS Carriers. The CMRS Carriers will conduct all work in a manner to minimize interference with the operations of other contractors. If installation activities are disruptive to persons, events or activities at the Facility, the disruptive activities will be, to the maximum extent possible, completed during times that will minimize the disruption.
- b. The CMRS Carriers and their employees, agents, vendors, and invitees will comply with City rules and regulations governing access to and conduct on the City's property. Contractor's staff shall enter the Facility through entrances designated by the City.
- c. The City will have the right upon reasonable notice to inspect the DAS to verify compliance with this Agreement. Absent a bona fide emergency, the City will refrain from accessing any portion of a CMRS Carrier's equipment without prior written notice and direct supervision by the CMRS Carrier or its authorized representative.
- d. <u>Identification Security Badges</u>. For security purposes, the CMRS Carriers and their contractors will be required to obtain identification security badges from the City and the City reserves the right to institute a reasonable charge for the issuance and replacement of these identification security badges. All badges must clearly indicate the employee and CMRS Carrier or subcontractor name.
- e. The use of any mechanical vehicles within the Facility by the CMRS Carriers, their subcontractors or suppliers shall require prior approval by City.

- f. <u>Deliveries</u>. Deliveries of all supplies, goods, and equipment shall be made at locations and times mutually agreed to by the Parties to avoid interference with Facility operations.
- Security. Verizon Wireless shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from the City. Notwithstanding the foregoing, Verizon Wireless shall take such reasonable security precautions with respect to the Premises and its operations and personnel as the City in its discretion may require from time to time. To the extent applicable with respect to security requirements for the Air Operations Area (A.O.A.) and/or Security Identification Display Area (S.I.D.A.), Verizon Wireless shall provide for the security of the A.O.A. and/or S.I.D.A to prevent entry or movement of unauthorized persons thereupon in accordance with Chapter 3, Section 3-23 of the City Code of San Antonio, Texas as such section currently exists or as it may be amended or replaced in the future. Additionally, in appropriate cases, physical barriers to prevent access to the A.O.A. and/or the S.I.D.A must be placed by Verizon Wireless upon the Premises and supervised by Verizon Wireless during construction upon the Premises. Verizon Wireless's employees who have demonstrated a requirement to access the A.O.A. and/or the S.I.D.A. will, after a needs assessment by the Airport Security Compliance Division of the Aviation Department, be provided with proper identification security badges. Qualified employees must complete the appropriate forms and provide appropriate employment history and other background investigation materials as mandated by law and the City from time to time.
- h. Verizon Wireless shall comply with all rules, regulations, statutes, orders, directives or other mandates of the United States of America or of the State of Texas regarding security requirements or security measures upon the Airport, including, but not limited to, compliance with any badging requirements for all of its personnel employed at the Airport. Verizon Wireless shall also comply with the mandates of the FAA and/or the TSA for background investigations of its personnel, as such mandates now exist or as they may be changed, amended or replaced with new or different mandates in the future. Verizon Wireless shall indemnify and hold harmless the City, its elected officials, officers, designated management representatives and employees from any charges, fines or penalties that may be assessed or levied by any department or agency of the United States of America, including the FAA, the TSA or of the State of Texas by reason of Verizon Wireless's failure to comply with any applicable security provision and/or with any provision or requirement for compliance set forth in this Section h.

#### 9. Insurance,

a) Prior to the commencement of any work under this Agreement, CMRS Carriers shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Distributed Antenna System for San Antonio International Airport" 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 insurance carrier, and list the agent's signature and phone number. The Certificate(s) 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 the required Certificate(s) 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.

- b) The City reserves the right to review the insurance requirements of this Article during any extension or renewal hereof and to reasonably 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 the City allow modification whereby City may incur increased risk.
- c) A CMRS Carrier's financial integrity is of interest to the City; therefore, subject to the CMRS Carrier's right to maintain reasonable deductibles in such amounts as are approved by the City, CMRS Carriers shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the CMRS Carrier'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
Workers' Compensation     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 \$3,000,000 per occurrence; \$5,000,000 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 act, malpractice, error, or omission in professional services.
6. Fidelity or Commercial Crime Insurance Employee Dishonesty Policy – City will be named as Loss Payee	\$100,000

- d) The CMRS Carriers agree to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of the CMRS Carriers herein, and to provide a certificate of insurance and endorsement that names the CMRS Carriers and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of the CMRS Carriers. The CMRS Carriers shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor.
- e) 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. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio Aviation Department Attn: Concessions 9800 Airport Blvd., Suite # 185 San Antonio, Texas 78216

- f) The CMRS Carriers agree that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
  - Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds, as their interests may appear under this Agreement 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.
- g) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, the CMRS Carrier shall provide a replacement Certificate of Insurance and applicable endorsements to the City. City shall have the option to suspend Vendor'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.
- h) In addition to any other remedies the City may have upon a CMRS Carrier'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 the CMRS Carrier to stop work hereunder, and/or withhold any payment(s) which become due to the CMRS Carrier until the CMRS Carrier demonstrates compliance with the requirements hereof.
- i) Nothing herein contained shall be construed as limiting in any way the extent to which the CMRS Carriers may be held responsible for payments of damages to persons or property resulting from a CMRS Carrier's, or its subcontractors', performance of the work covered under this Agreement.
- j) It is agreed that the CMRS Carriers' insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- k) 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.
- The CMRS Carriers and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### 10. Indemnity and Limitation of Liability.

Verizon Wireless and each Future Participating Carrier (each an "Indemnitor") covenant and agree to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to the Indemnitor(s)' activities under this Agreement, including any acts or omissions of the Indemnitor, any agent, officer, director, representative, employee, vendor or subcontractor of the Indemnitor, and their respective officers, agents employees, directors and representatives while in the exercise of the rights

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The Indemnitor(s) shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or the Indemnitor(s) known to the Indemnitor(s), related to, or arising out of the Indemnitor(s)' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at the Indemnitor(s)' cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving the Indemnitor(s) of any of its obligations under this paragraph.

<u>Defense Counsel</u> - CITY shall have the right to select or to approve defense counsel to be retained by the Indemnitor in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. The Indemnitor shall retain CITY-approved defense counsel within ten (10) business days of CITY's written notice that CITY invoking its right to indemnification under this Contract. If the Indemnitor fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and the Indemnitor shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

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

Limitation of Liability - NEITHER VERIZON WIRELESS, ANY FUTURE PARTICIPATING CARRIER, NOR THE CITY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT.

#### 11. Damage, Destruction, or Actions of the City.

a. <u>CMRS Carriers' Rights.</u> In the event of any damage, destruction, action of the City or Verizon Wireless or CMRS Carriers, or loss that impairs the CMRS Carriers' ability to install, maintain or operate the DAS in the Facility that is so substantial that the repair,

rerouting, restoration or rehabilitation of the DAS and/or the Facility cannot reasonably be expected to be completed within one hundred eighty (180) days from the date of such damage or action, Verizon Wireless may, on behalf of itself and all CMRS Carriers, elect to terminate this Agreement and all sublicenses by giving written notice to the City within one hundred twenty (120) days of the date of the damage or action. If Verizon Wireless or the City elects not to terminate the Agreement, but such damage is not repaired or such action cannot be compensated for within one hundred eighty (180) days, Verizon Wireless and/or the City may terminate the Agreement and all sublicenses upon written notice to the City at any time prior to the completion of the repairs or modifications of the DAS and/or the Facility. With respect to damage or action of the City or Verizon Wireless or CMRS Carriers that impairs or limits any CMRS Carrier's ability to use any of the Facility or impairs the installation of the DAS in the DAS Areas, then CMRS Carriers may cease to use such portion of the Facility or request a reroute of the DAS from such impaired portion of the DAS Areas.

b. <u>City's Rights</u>. The City may terminate this Agreement by giving Verizon Wireless nine (9) months' written notice if the City substantially alters the use of the Facility such that it is: (i) closed to the public, (ii) repurposed for non-public use, (iii) demolished, or (iv) sold to a private entity. If the City terminates this Agreement under this subsection, Verizon Wireless shall have the right to remove some or all of the DAS equipment from the Facilities at its cost, and Verizon Wireless shall be entitled to reimbursement of the DAS Costs pursuant to the provisions of Section 5.d. of this Agreement.

#### Recovery of the Facility: Renovations: Relocation of the DAS.

- a. If the City or other governing authority, in the exercise of any of its prescribed powers decides to recover any portion of the Facility or require the relocation of all or any part of the DAS, the City agrees to provide at least six (6) months prior written notice to Verizon Wireless; provided however, that if a governing authority other than the City exercises any such prescribed powers, the City agrees to give Verizon Wireless as much notice as reasonably possible. At the City's sole cost and expense, the City will use commercially-reasonable efforts to work with the CMRS Carriers to determine a new location within the Facility to relocate any affected portions of the DAS, which new location for any part of the DAS will be subject to Verizon Wireless' reasonable approval.
- b. In the event of Facility improvements that may affect the DAS, City may direct the CMRS Carriers to remove or relocate their wires, conduits, cables and other property located in, on, or around the Facility. In the event of minor Facility improvements, the City will be responsible for reimbursing the CMRS Carriers for any costs to relocate portions of the DAS located in non-public areas of the Facility, and the CMRS Carriers will be responsible for any relocation costs of portions of the DAS located in the public areas of the Facility. If the City undertakes a major renovation of the Facility, the City will be responsible for all relocation costs of the DAS.
- c. Except as provided in Section 12.a. or in the event of a major renovation as set forth in Section 12.b. above, in no other event will Verizon Wireless be obligated to relocate the Headend room.

#### 13. Miscellaneous.

a. <u>Notices</u>. Notices concerning this Agreement shall be in writing via email to Verizon Wireless and/or the City's official point(s) of contact as provided and maintained under this Agreement, and must be followed by certified or registered mail, express mail or other overnight delivery service, or hand-delivery, proper postage or other charges paid and addressed or directed to the respective Parties as follows:

If to Verizon Wireless:

Verizon Wireless

Attn: Manager - Network Real Estate

600 Hidden Ridge Irving, TX 75038

with a copy to:

Verizon Wireless, Legal Department

Attn.: General Counsel

180 Washington Valley Road

Bedminster, NJ 07921

If to City:

City of San Antonio Aviation Department Attn: Concessions

9800 Airport Blvd., Suite # 185

San Antonio, TX 78216

Or at such other address(es) as either Party gives written notice of to the other Party. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- b. <u>Non-Discrimination</u>. The CMRS Carriers agree not to discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of any contractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination in connection with its performance of this Agreement. The CMRS Carriers will incorporate the obligations in this Section 13.b. in all contracts they enter into with subcontractors or other parties with respect to the performance of this Agreement. The CMRS Carriers are also subject to the mandatory federal contract provisions set out in Exhibit 9 of the RFP, attached hereto and incorporated herein as <u>Exhibit G</u> (Mandatory Federal Contract Provisions).
- c. <u>Prompt Payment of Subcontractors</u>. If applicable, upon execution of this Agreement by Verizon Wireless, Verizon Wireless shall be required to submit to the City accurate progress payment information with each invoice regarding each of its subcontractors, including HUBZone subcontractors, to ensure that the Verizon Wireless' reported subcontract participation is accurate. Verizon Wireless shall pay its subcontractors within forty-five (45) days of receipt of undisputed invoices from subcontractors. In the event of Verizon Wireless' noncompliance with these prompt payment provisions, this Agreement may be suspended, and no new City contracts

shall be issued to the Verizon Wireless, until the City's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the applicable contract.

- d. <u>Non-Binding Mediation</u>. Prior to filing suit, the Parties to this Agreement shall use non-binding mediation to resolve any controversy, claim or dispute arising under this Agreement, expressly excluding disputes involving the applicability or effect of superior laws, the constitutionality of any requirement in this Agreement or the preemptive effect of federal law.
  - (i) <u>Initiation of Mediation</u>. To initiate non-binding mediation, a Party shall give written notice to the other Party. In the mediation process, the Parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the Parties. If the Parties cannot agree on a mediator, a mediator shall be designated by JAMS/Endipute at the request of either Party. Any mediator so designated must be acceptable to both Parties.
  - (ii) Mediation Process. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt with the assistance of the mediator, to reach an amicable resolution of the dispute. Any findings by the mediator shall be a non-binding determination.
- e. <u>Conflict of Interest</u>. The City of San Antonio Ethics Code prohibits contracts between the City and its local public officials, employees and agents from being either officers or employees of City or any City agency such as City-owned utilities. It further prohibits Verizon Wireless' officers, employees and agents from having a prohibited financial interest in an agreement with the City. A prohibited financial interest means a City officer or employee, his or her parent, child or spouse, a business entity in which the officer or employee, or his or her parent, child or spouse, directly or indirectly, owns ten percent (10%) of more of the voting stock or shares of the business entity; or ten percent (10%) or more of the fair market value of the business entity; or a business entity of which any individual or entity above listed is a subcontractor on a City contract, a partner, or a parent or subsidiary business entity. Verizon Wireless warrants that it has disclosed whether there are any existing or potential conflicts of interest related to this provision and that it has completed a Discretionary Contracts Disclosure Form.
- f. Ownership and Retention of Public Records. In accordance with Texas law, Verizon Wireless acknowledges and agrees that all local government records created or received in the transaction of official business pursuant to this Agreement are declared to be public property and subject to the provisions of the Local Government Records Act, Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of the City pursuant to this Agreement shall be subject of any copyright or proprietary claim by Verizon Wireless or any Future Participating CMRS Carriers.

- (i) Exception to Public Records. The Parties, however, acknowledge that Verizon Wireless' internal documents with associated trade secrets may be subject to claims of confidentiality or proprietary information by Verizon Wireless. Any such documents identified by Verizon Wireless, in whole or in part, as confidential or proprietary in nature will be treated as such by the City, subject to the applicability of the Public Information Act, Chapter 552 of the Texas Government Code.
- (ii) Nature of Local Government Records. The term "local government records" as used herein shall mean any documents, papers, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or character and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business. Verizon Wireless acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, will belong to and be the property of the City.
- (iii) Exception to Local Government Records. To the extent a local government record includes information Verizon Wireless considers confidential or proprietary, it will identify such information as such when providing the local government record to the City. Any information identified as confidential or proprietary by Verizon Wireless will be treated as such by the City, subject to the applicability of the Public Information Act, Chapter 552 of the Texas Government Code.
- (iv) <u>Compliance with Records Retention Laws</u>. In accordance herewith, Verizon Wireless agrees to comply with the Public Information Act and Local Government Records Act.
- g. <u>Entire Agreement</u>. This Agreement is the entire agreement between the Parties and supersedes any and all prior agreements and understandings, either oral or written, between the Parties.
- h. <u>No Waiver</u>. The failure of any Party to insist at any time upon the strict performance of any provision contained herein or to exercise any option, right, power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.
- i. <u>Amendment, Successors and Assigns</u>. This Agreement may only be amended by a written instrument duly executed by each Party. This Agreement will extend to and bind the heirs, personal representatives, successor and assigns of the Parties hereto.
- j. <u>GOVERNING LAW</u>. THE INTERPRETATION, VALIDITY, AND

ENFORCEMENT OF THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF TEXAS, INCLUDING ITS PRINCIPLES OF CONFLICT OF LAWS. THE PARTIES AGREE THAT THE VENUE OF ANY LITIGATION RELATED HERETO WILL BE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

- k. Quiet Enjoyment and Recordation. The City agrees that upon each CMRS Carrier's performance of all the terms, covenants and conditions to be observed and performed pursuant to the terms of this Agreement, each CMRS Carrier may peacefully and quietly enjoy that portion of the Facility where the DAS is located in accordance with the terms hereof.
- No Personal Liability. This Agreement does not create any personal liability on the part of any officer, employee, or agent of any Party. No officer, employee, or agent of any Party will be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement.
- m. <u>Force Majeure</u>. In the event that either Party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of public enemy, restraining by government, unavailability of materials, civil unrest, floods, hurricanes, tornadoes, earthquakes, or other severe weather condition, or other acts of God (collectively call "Force Majeure Event") such Party shall be relieved of the duty to perform such obligation until such time as the Force Majeure Event has been alleviated; provided, that upon the remove of the Force Majeure Event, the obligation prevented from being fulfilled will be automatically reinstated without necessity of any notice whatsoever.
- n. <u>Independent Contractors</u>. Verizon Wireless' relationship to the City under this Agreement will be that of independent contractor. Nothing in this Agreement will be construed to designate any Party, or any of its employees, as employees, agents, joint venturers, or partners of the other Party.
- o. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable, invalid, or unenforceable, the remainder of this Agreement will not be affected thereby, and this Agreement will be valid and enforceable to the fullest extent permitted by law.
- p. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- q. <u>Effective Date</u>. The effective date of the Agreement shall be the date on which both Parties execute the Agreement following approval of the Agreement by the City of San Antonio City Council (the "Effective Date").

[SIGNATURE PAGES FOLLOW]

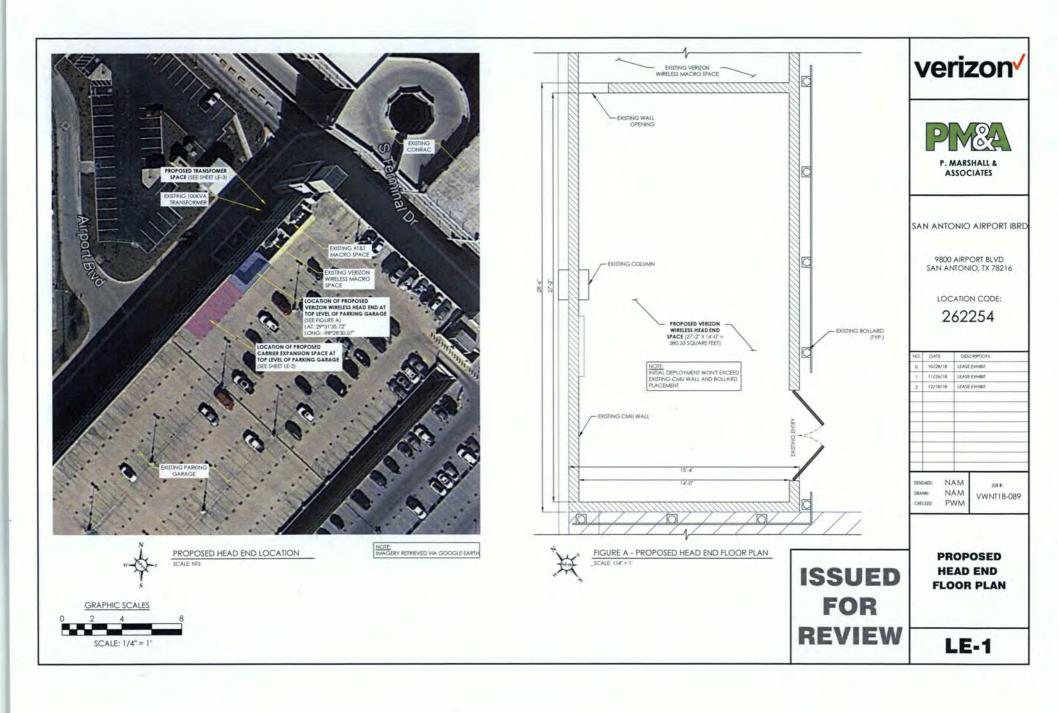
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

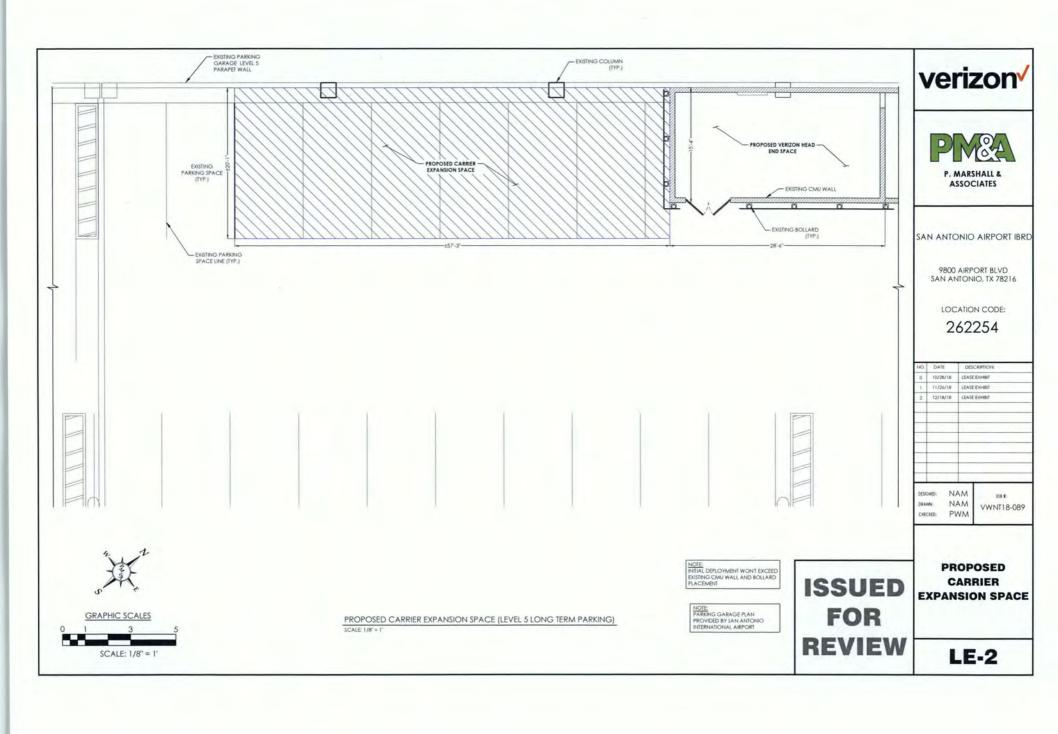
CITY OF SAN ANTONIO,

d/b/a Verizon Wireless	a Texas municipal corporation
By: Verizon Wireless Texas, LLC Its: General Partner	
By:  Jacob Hamilton  Director - Network Field Engineering	By:
Date: 2/7/19	Date:
	ATTEST:
	Leticia M. Vacek City Clerk
	APPROVED AS TO FORM:
	Andrew Segovia City Attorney

SAN ANTONIO MTA, L.P.,

## Attachment "A"









## POWER REQUIREMENTS: VERIZON WIRELESS ONLY - 200A SERVICE

FUTURE CARRIER 1 - 200A SERVICE FUTURE CARRIER 2 - 200A SERVICE FUTURE CARRIER 3 - 200A SERVICE

TOTAL POWER NEEDED WITH VERIZON WIRELESS AND FUTURE CARRIER GROWTH IS 800A.

MINIMAL TRANSFORMER REQUIREMENTS:
200KVA TRANSFORMER TRANSFORMER TO BE
PROVIDED BY SAN ANTONIO INTERNATIONAL AIRPORT.
ELECTRICAL DESIGN PENDING,

NOTE: IMAGERY RETRIEVED VIA GOOGLE EARTH

## verizon/



SAN ANTONIO AIRPORT IBRD

9800 AIRPORT BLVD SAN ANTONIO, TX 78216

LOCATION CODE:

262254

NO.	DATE	DESCRIP	HONE
0	10/28/18	LEASE EXP	TBI
1	11/26/18	LEASE EXP	Tide
2	12/18/18	LEASE EX	TIER
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DESIG	NED: N	AM	JOB #:

CHECKED: PWM

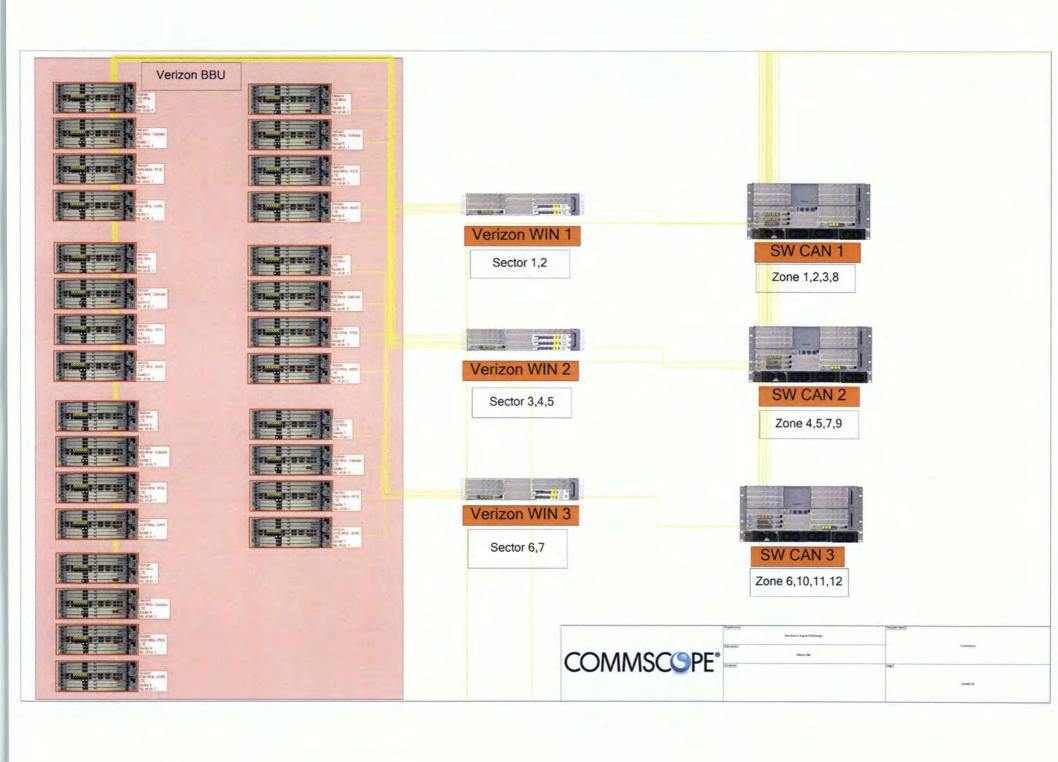
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ISSUED **FOR REVIEW** 

**PROPOSED** TRANSFORMER **PLAN** 

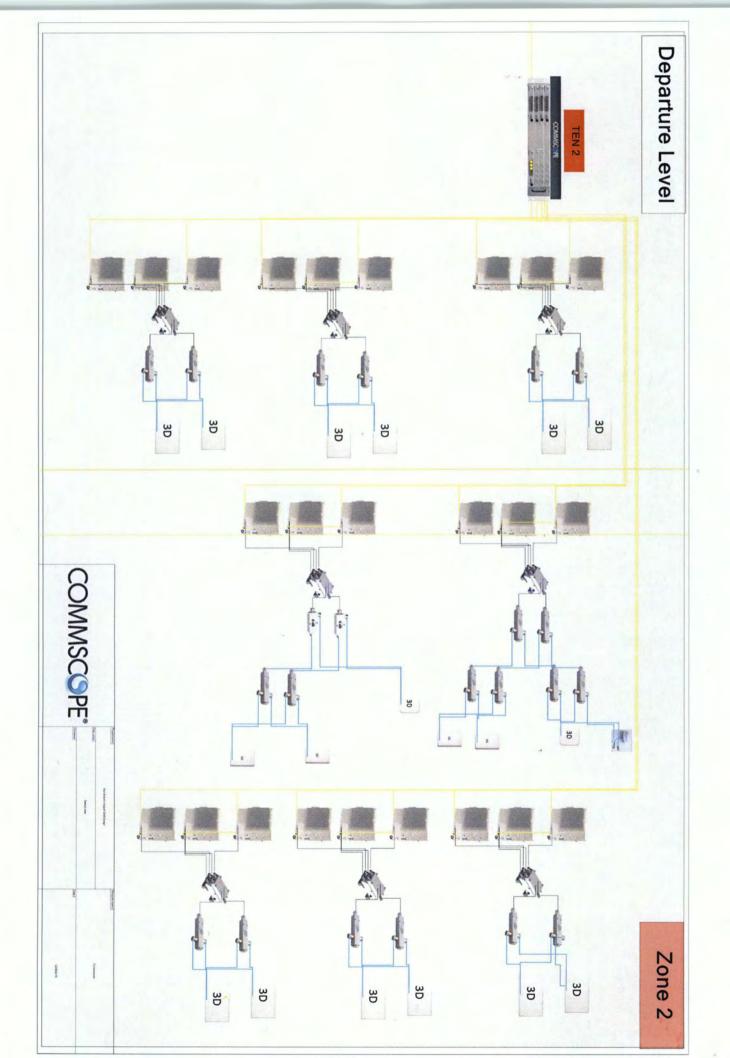
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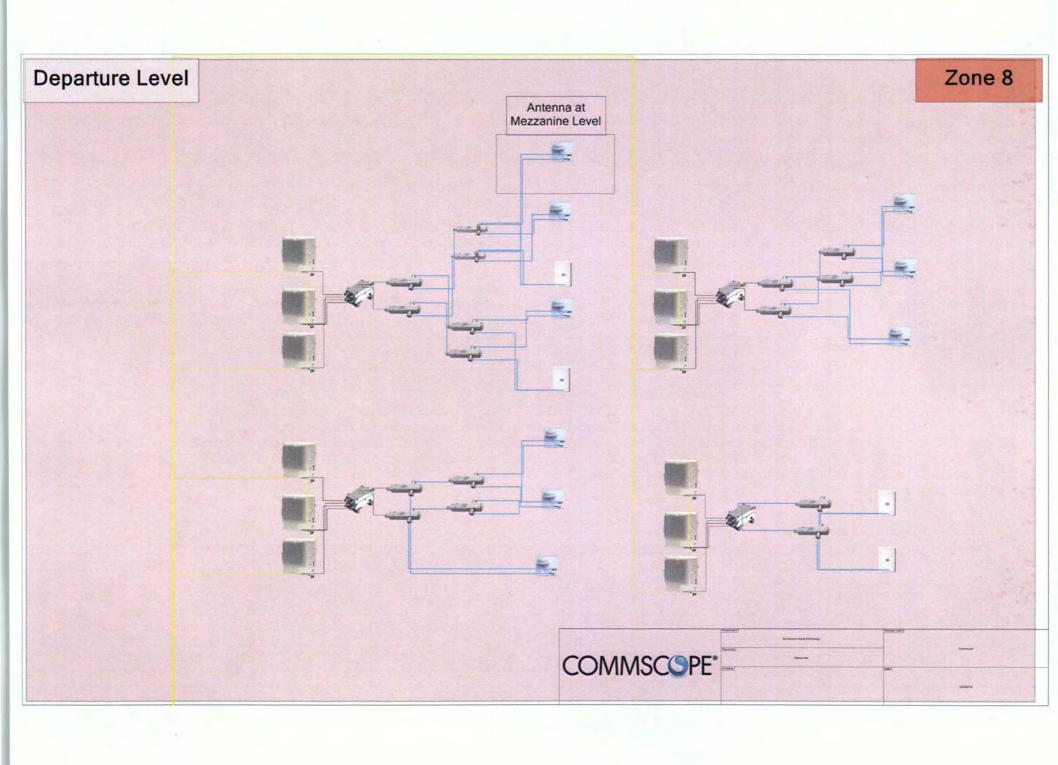
PROPOSED TRANSFORMER LOCATION

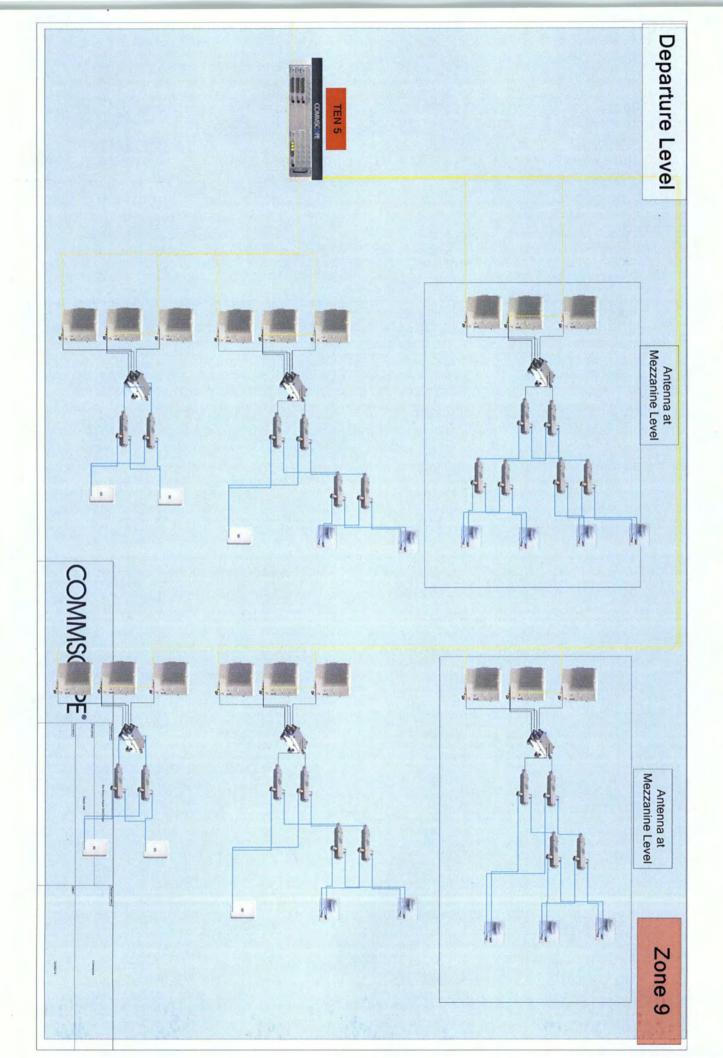


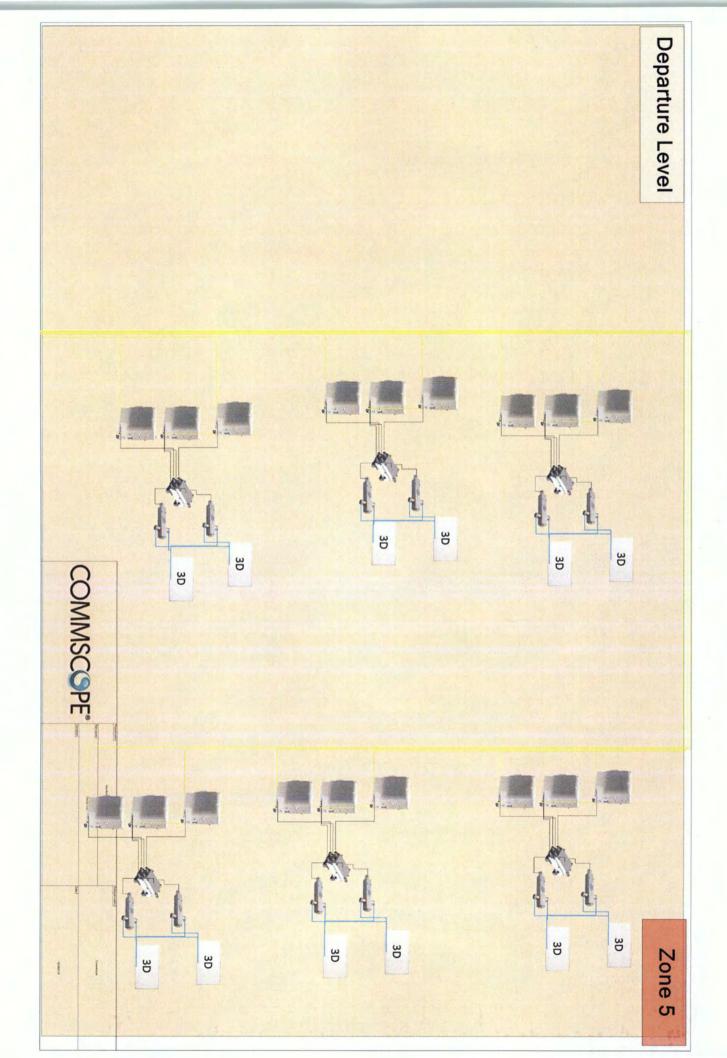
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1	Service & Arrival Level	1	
2	Departure Level		
3	Service & Arrival Level	2	
8	Departure & Mezz Level	2	
4	Service & Arrival Level	3	
9	Departure & Mezz Level	3	
5	Arrival & Departure Level	4	
7	Arrival & Departure Level	5	
6	Service & Arrival Level	6	
10	Departure Level	0	
11	ConRAC	7	
12	ConRAC	/	

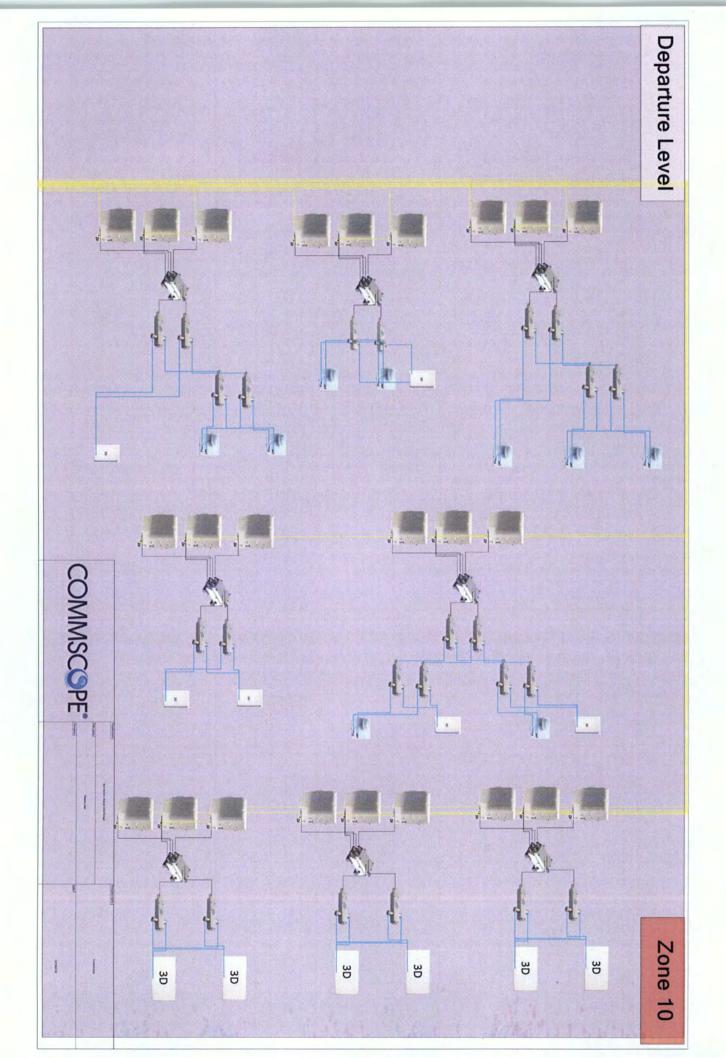
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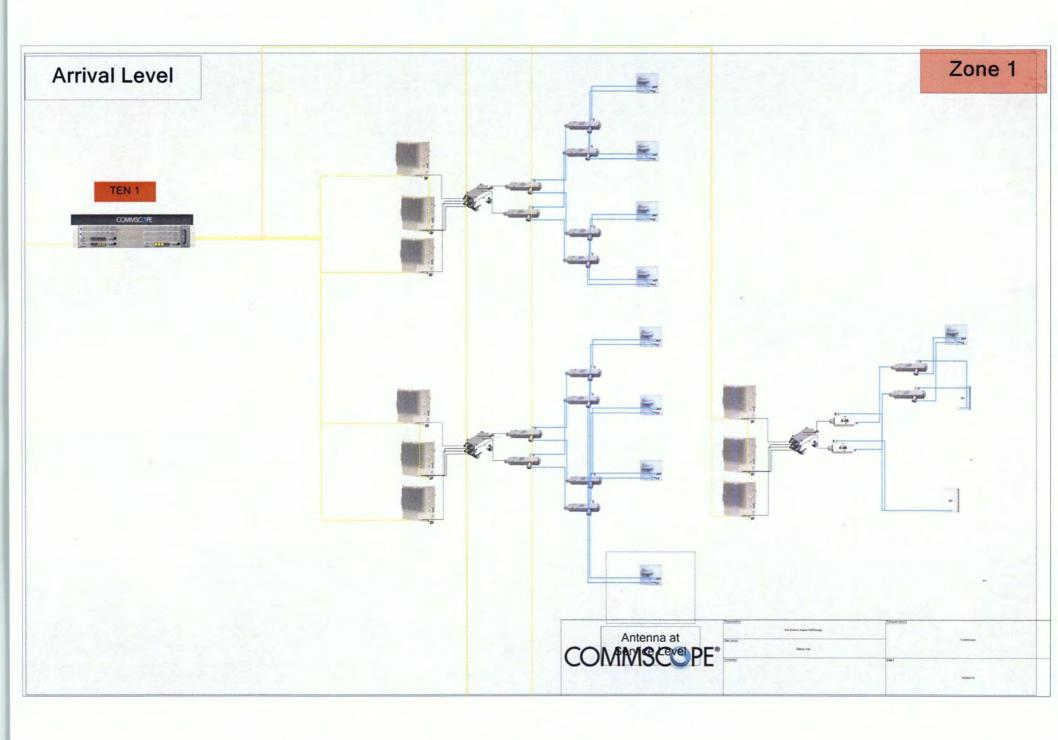


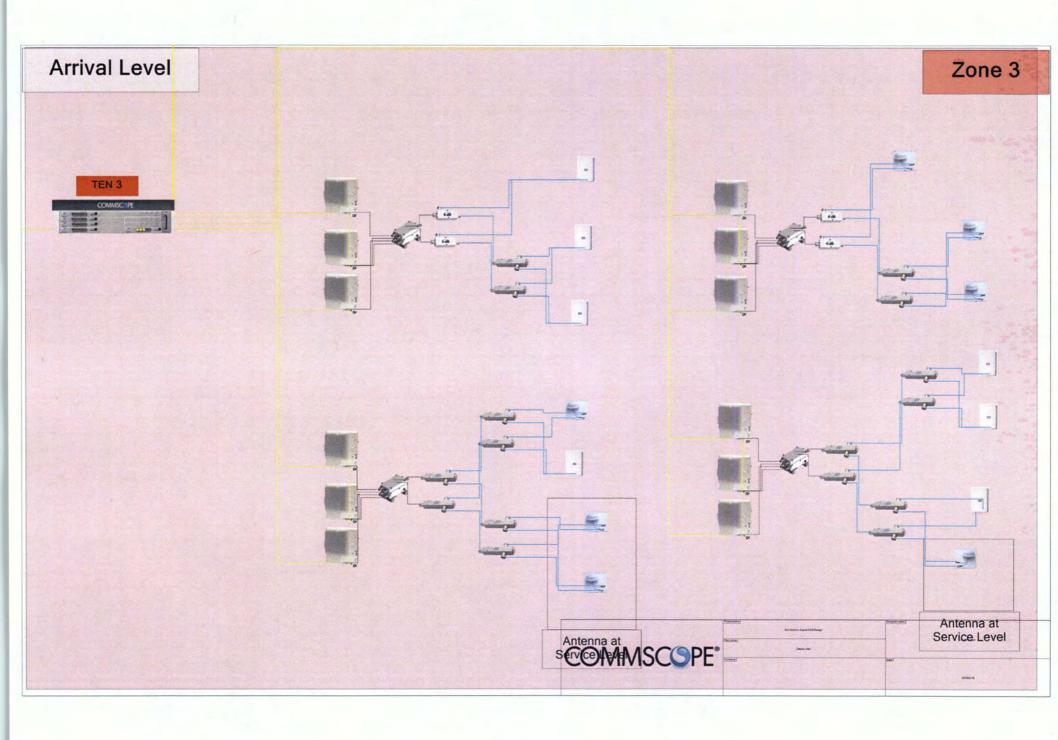


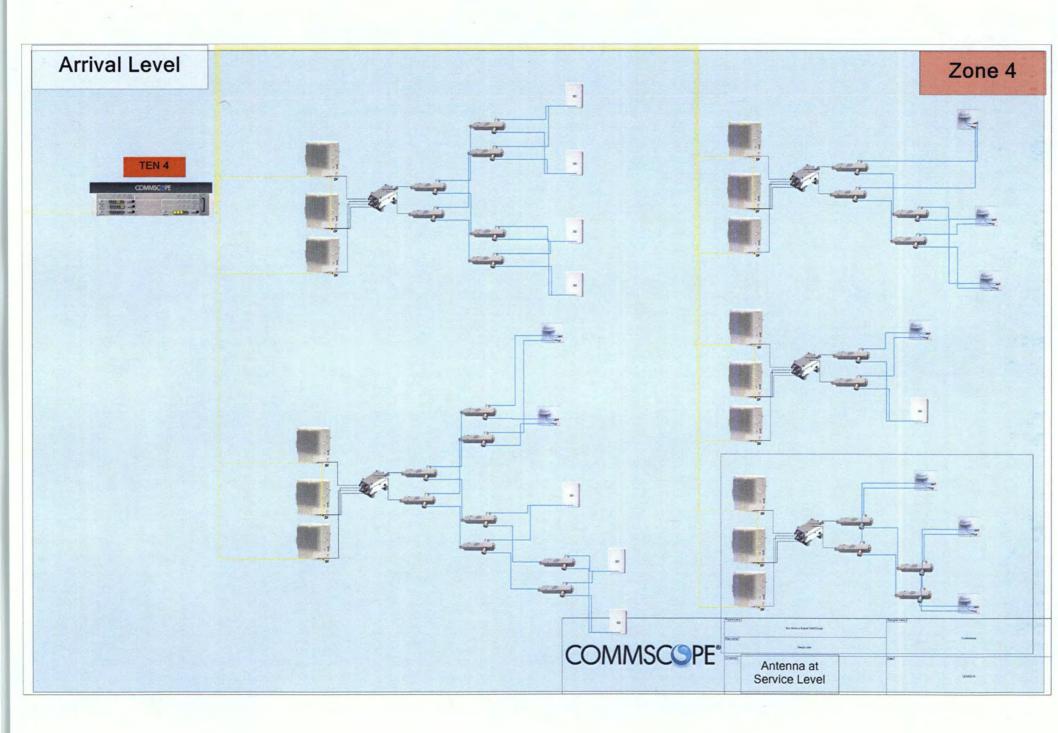


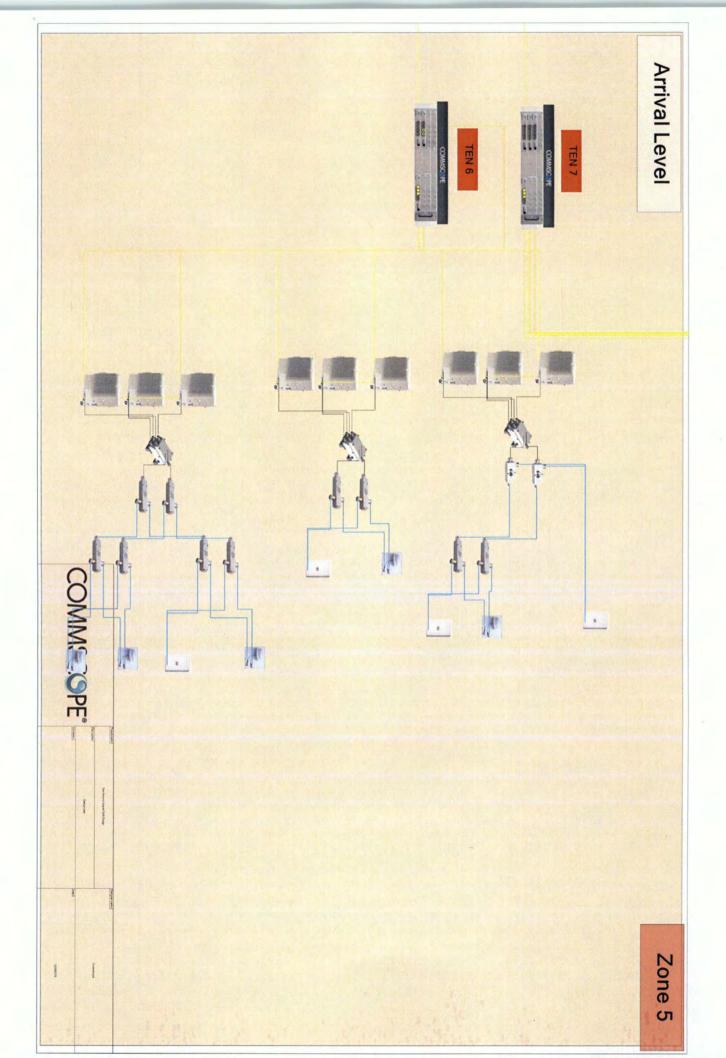


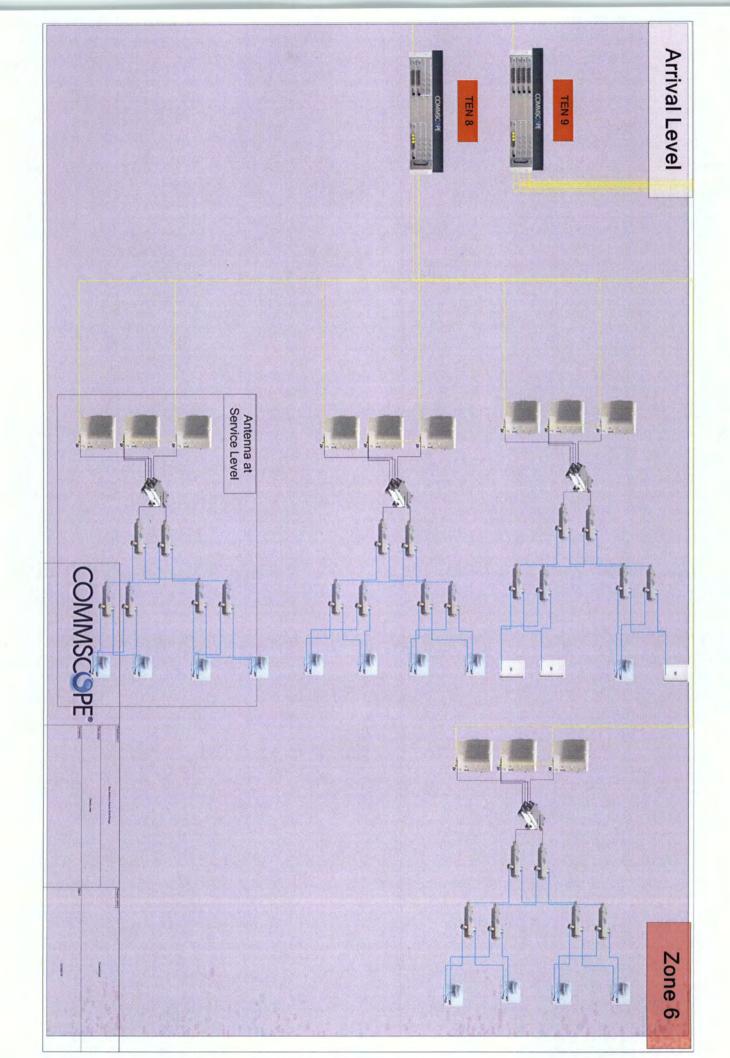


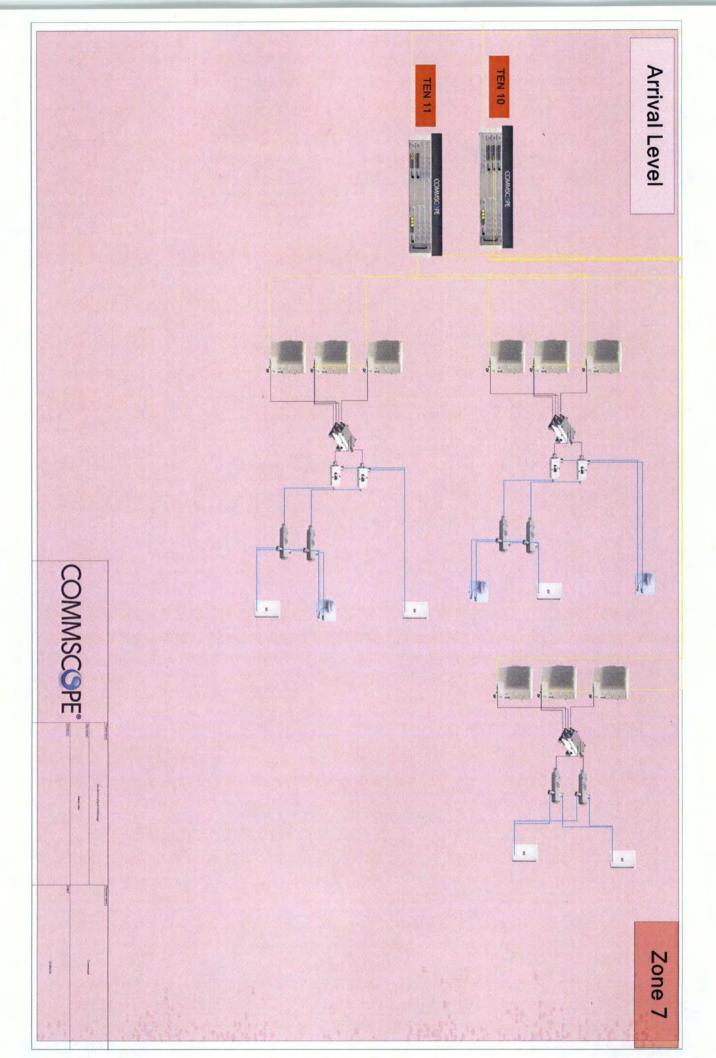


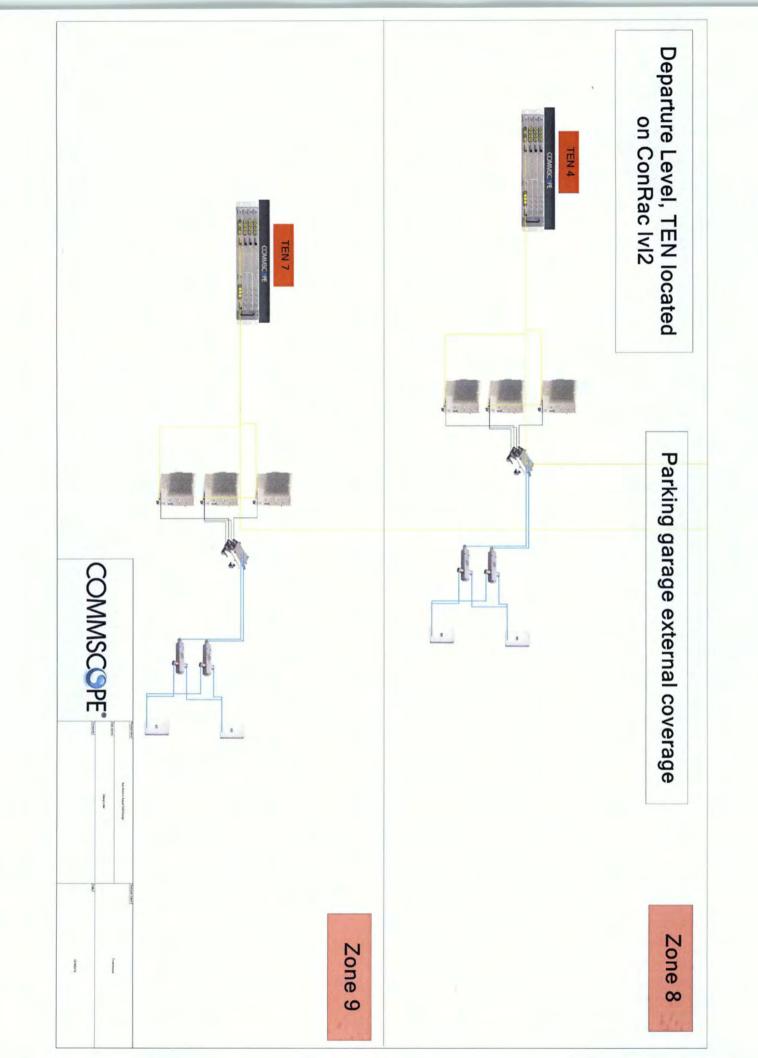


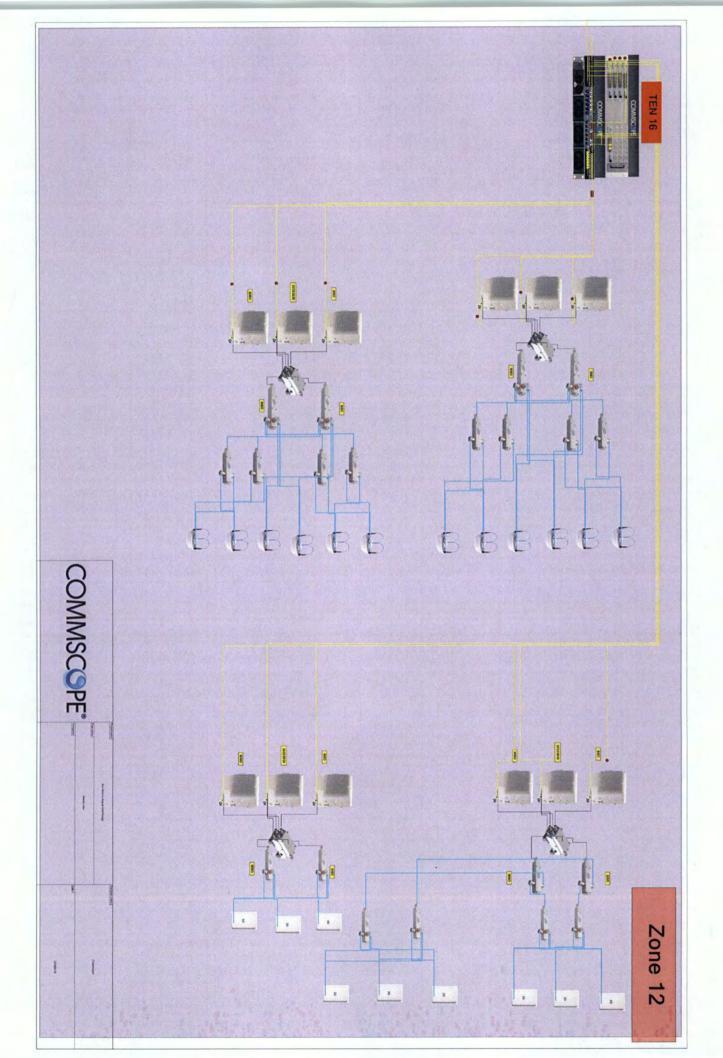


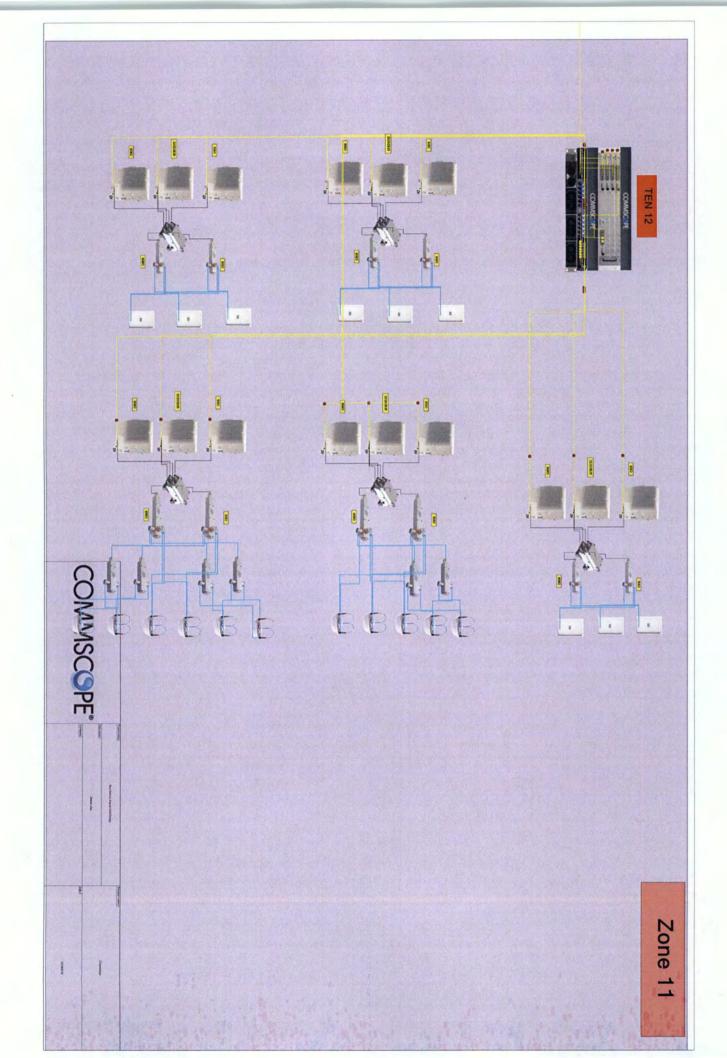


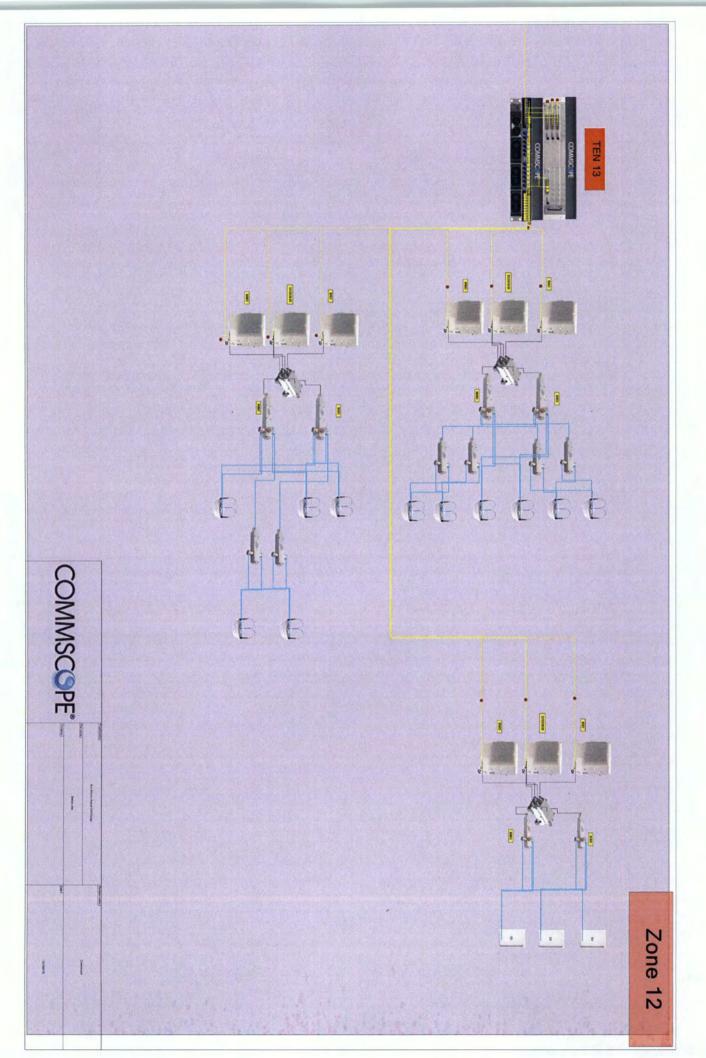


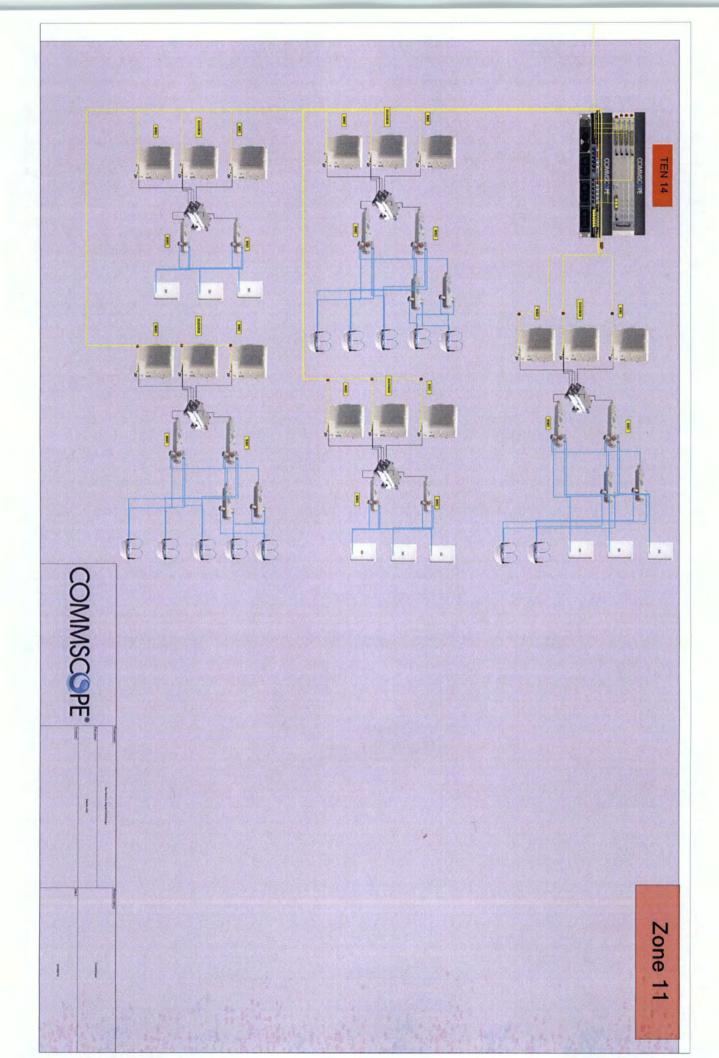


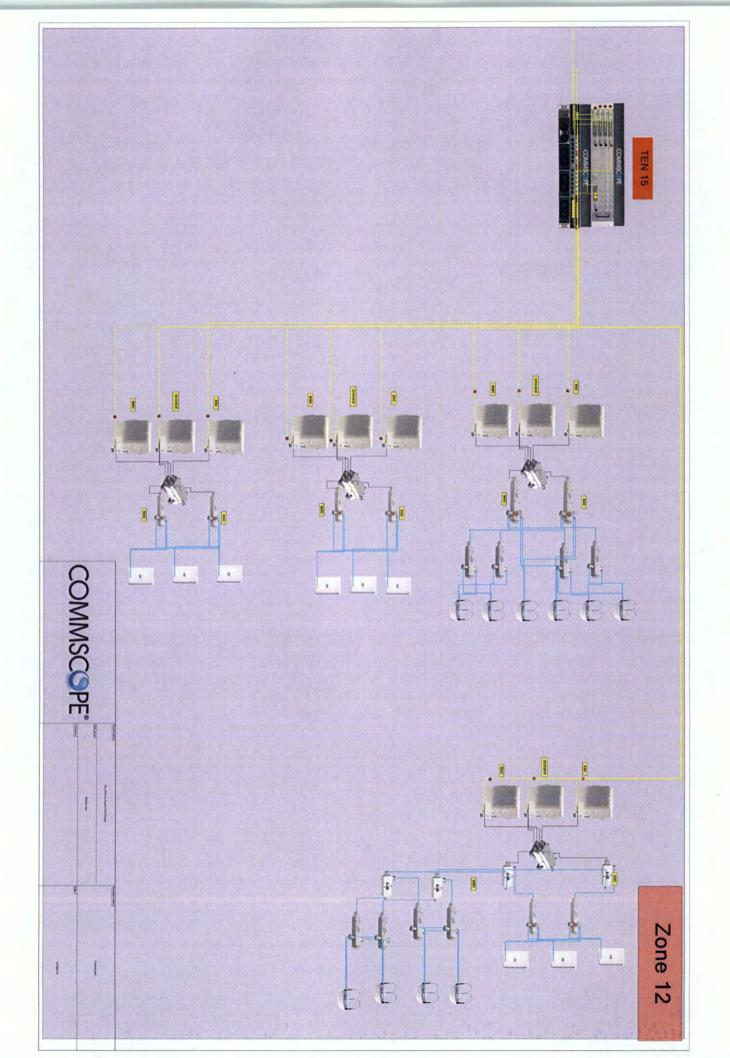




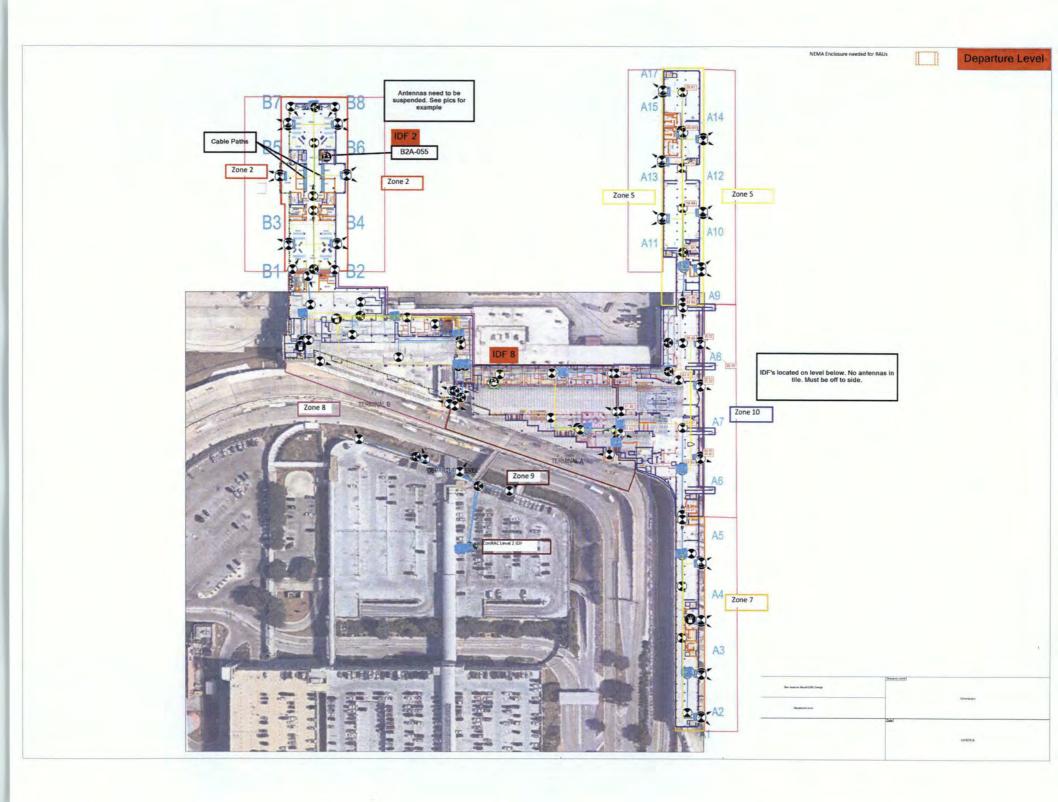


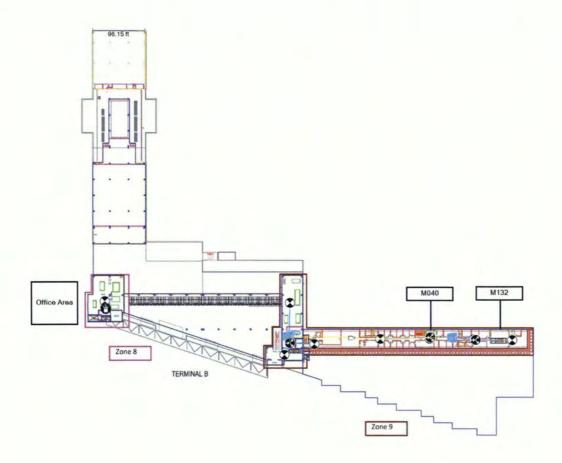




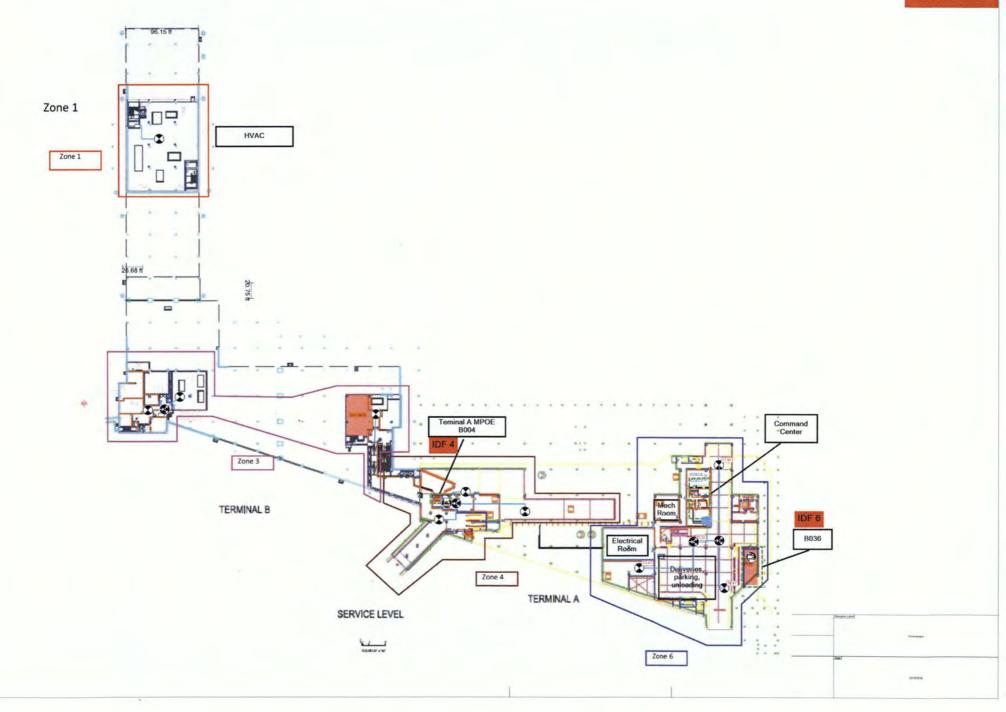


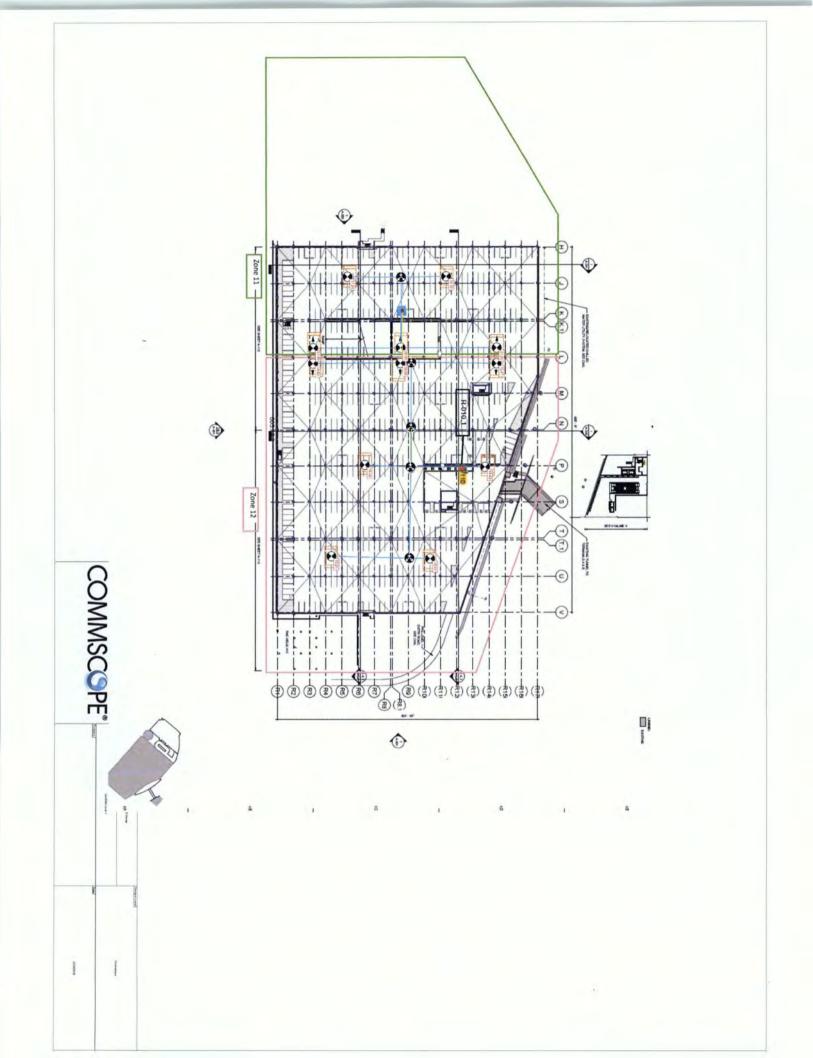


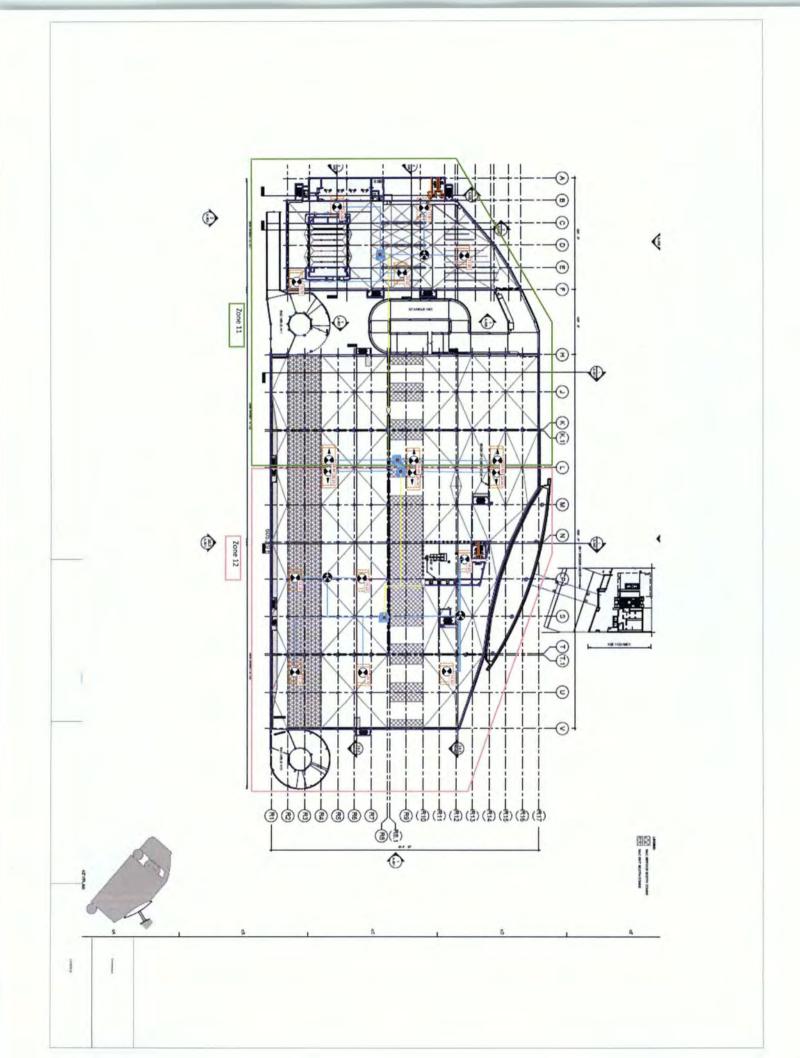


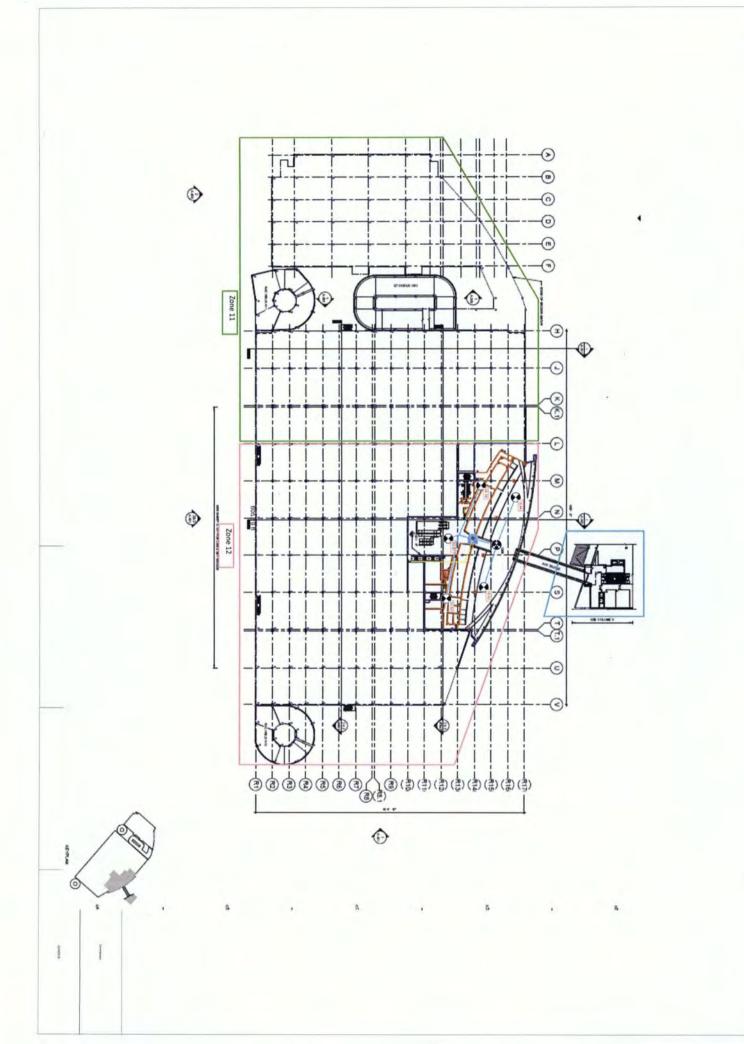


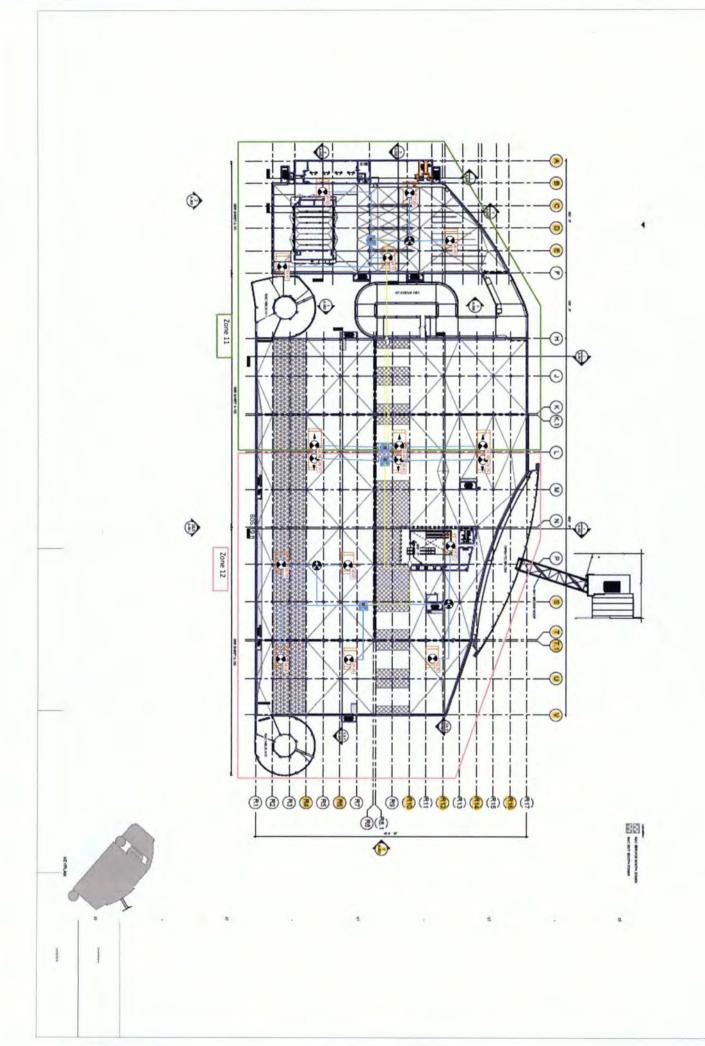


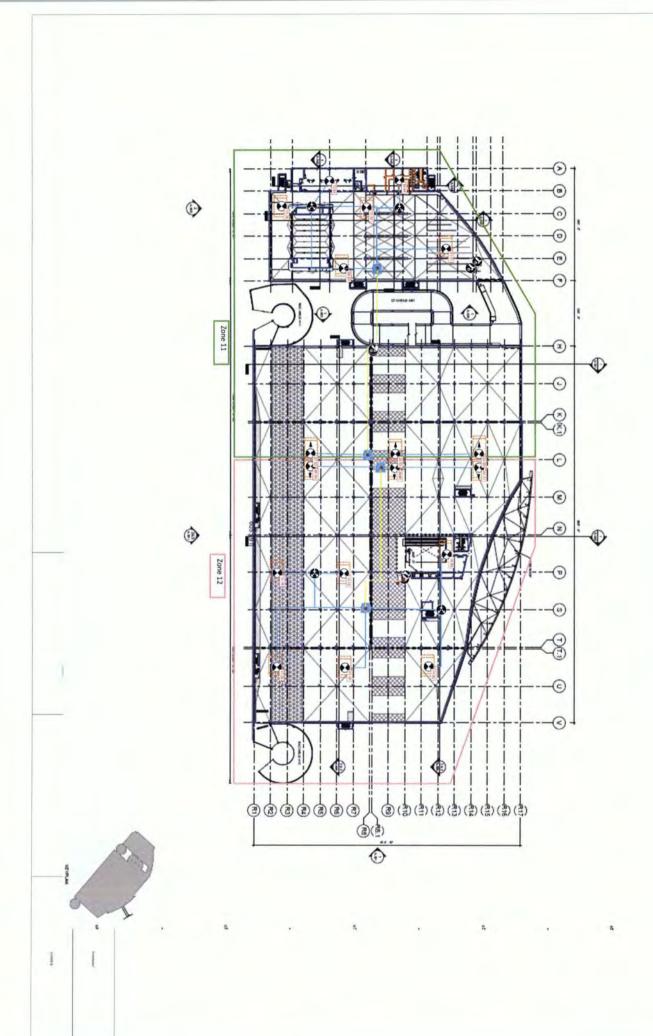


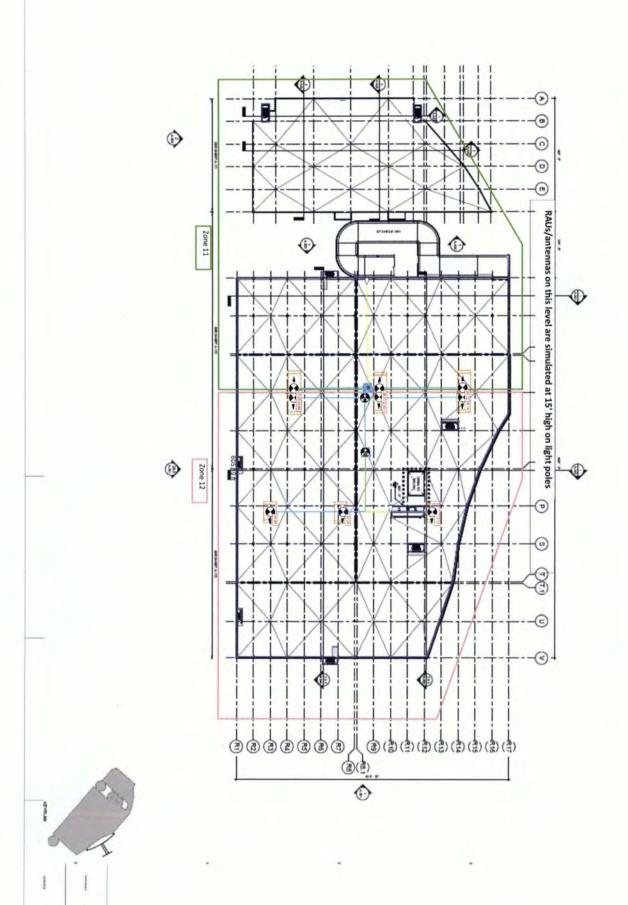








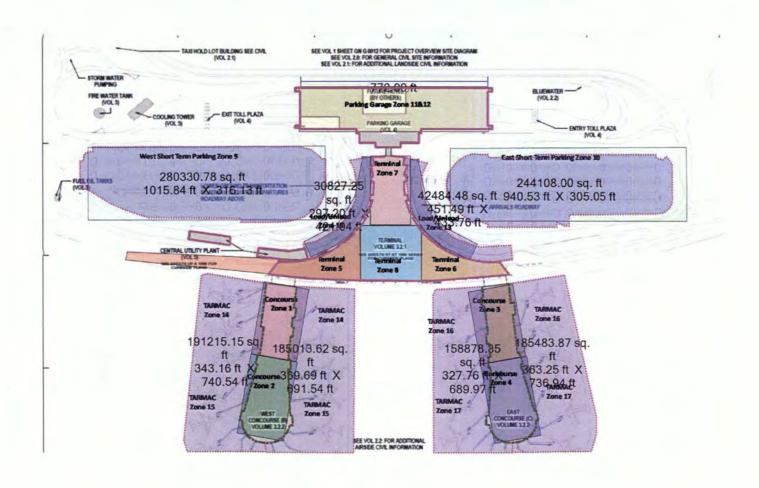




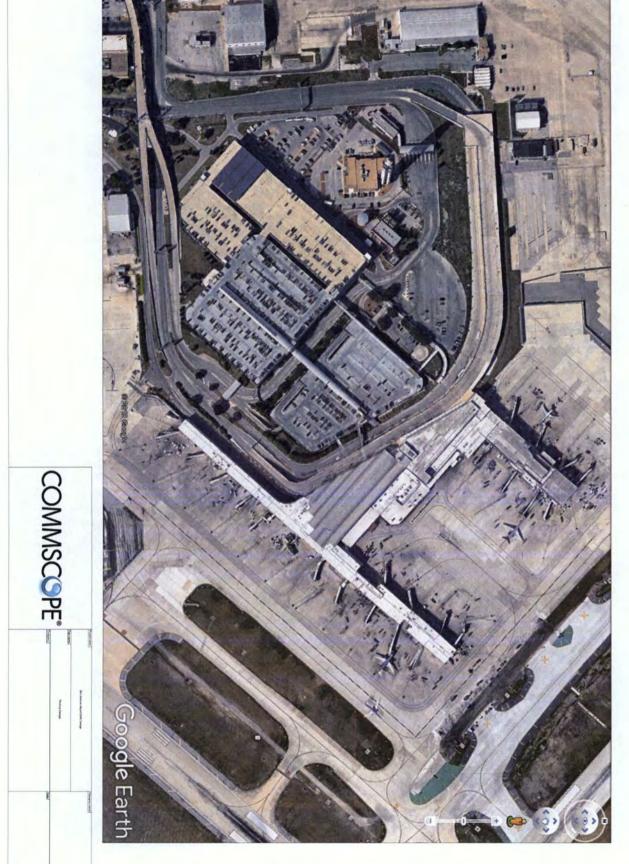




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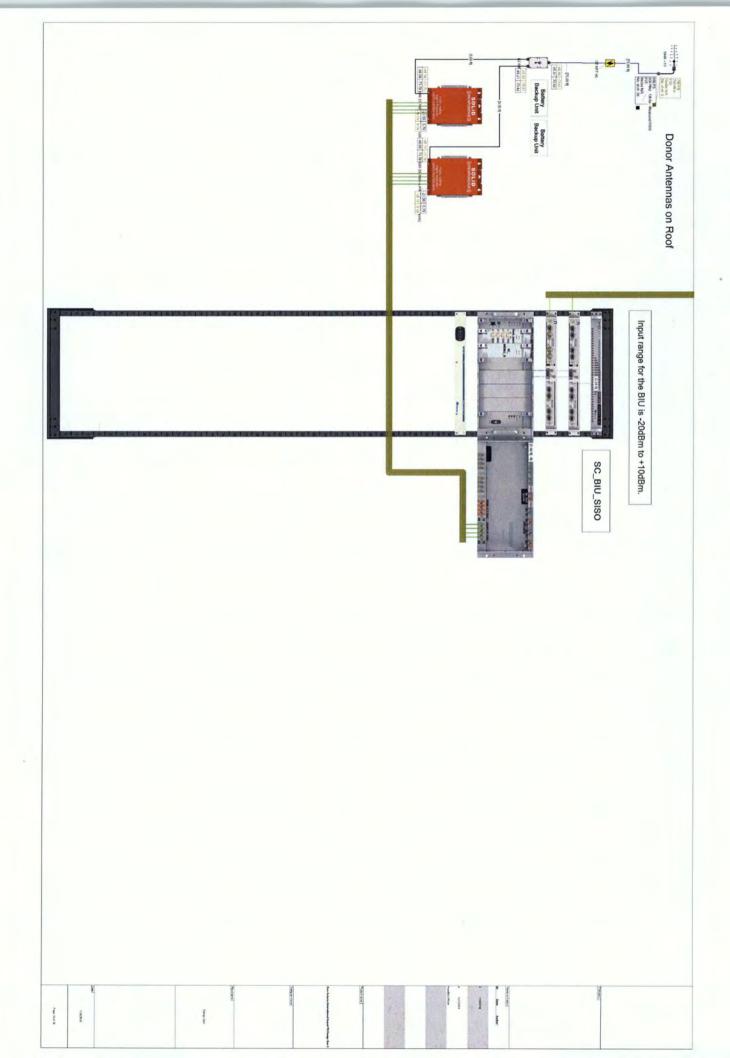


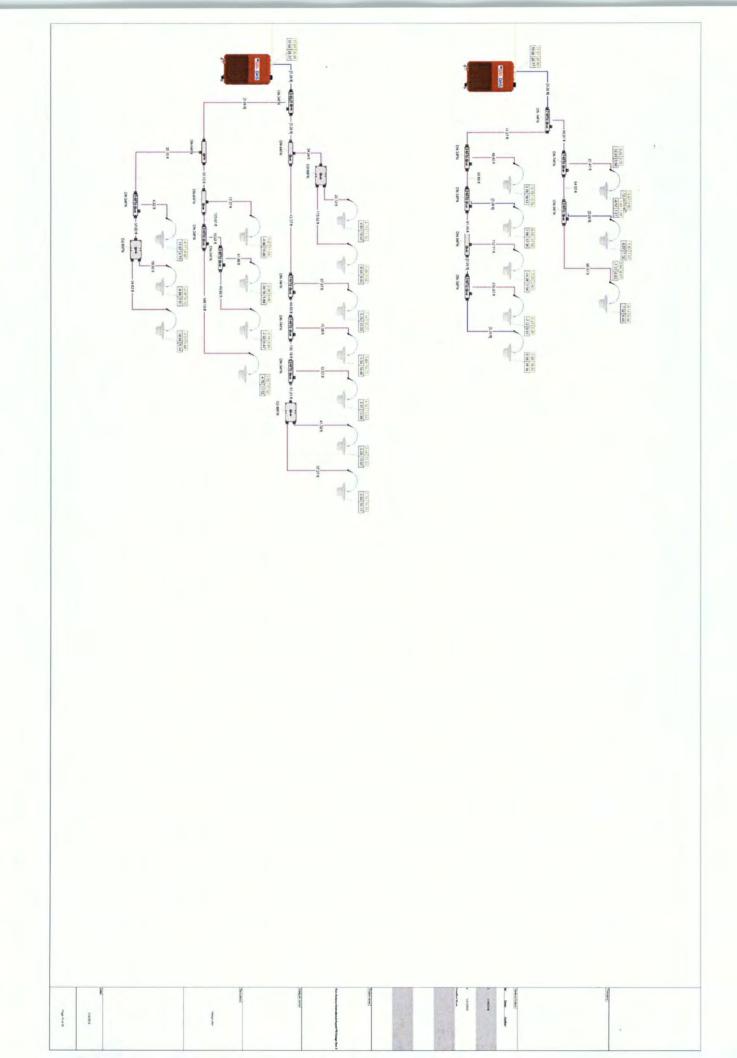
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COMMSCOPE°	Company	Oate 12/10/2018

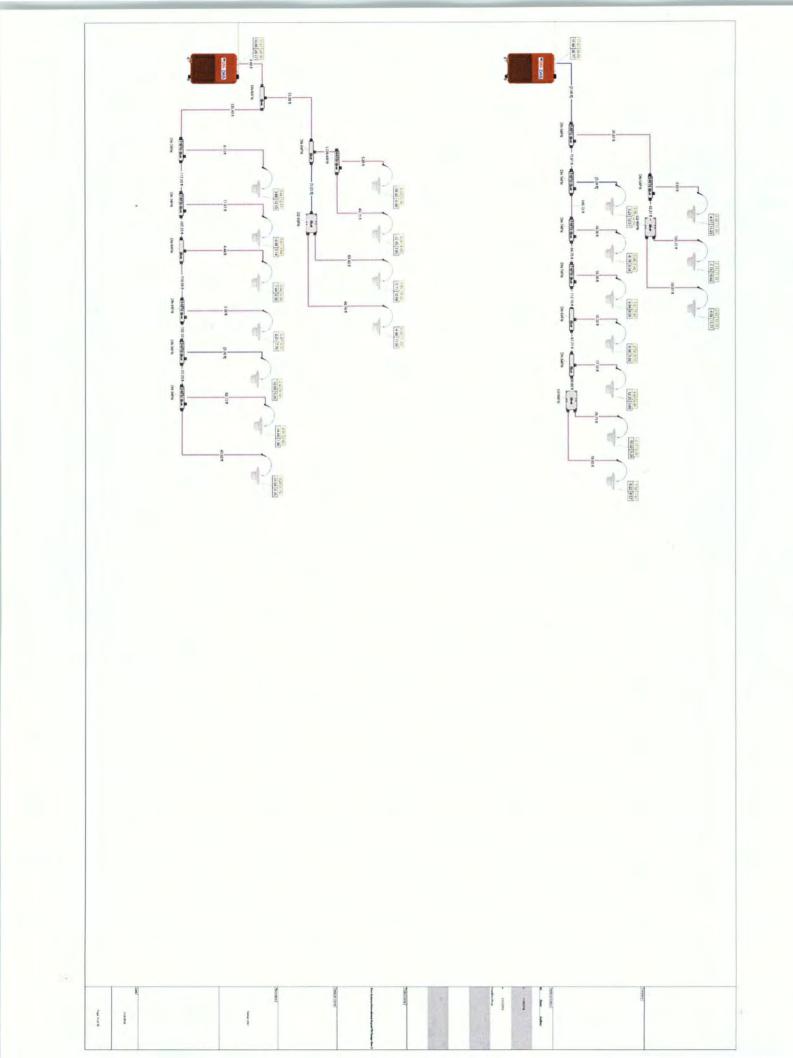


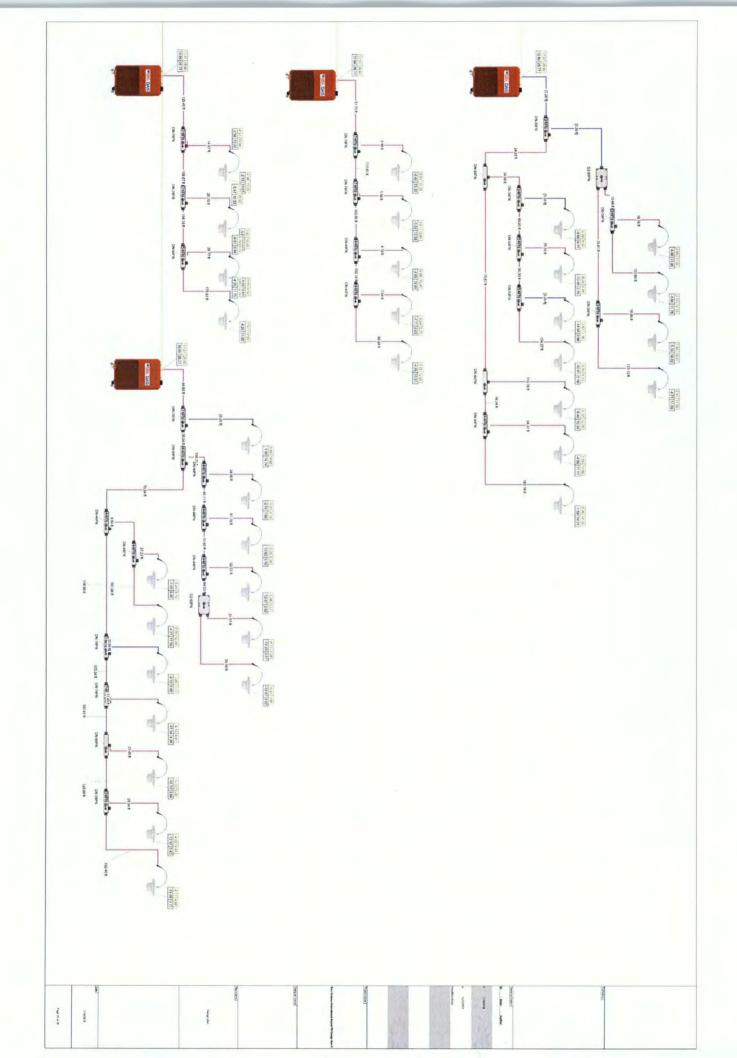
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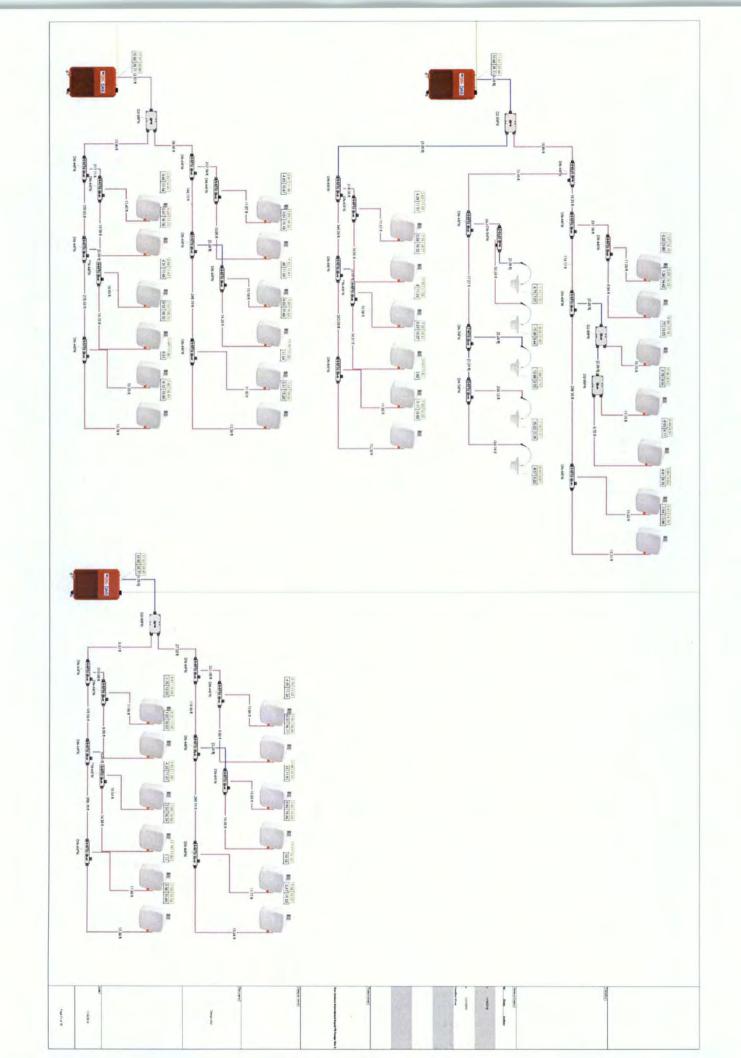


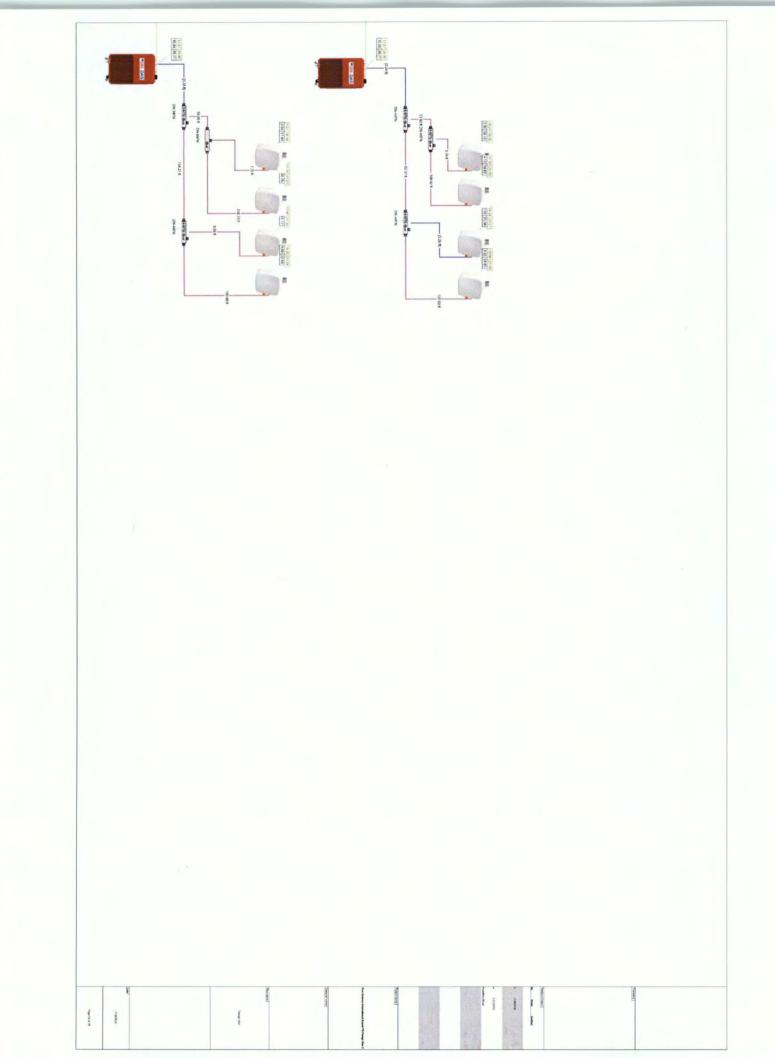


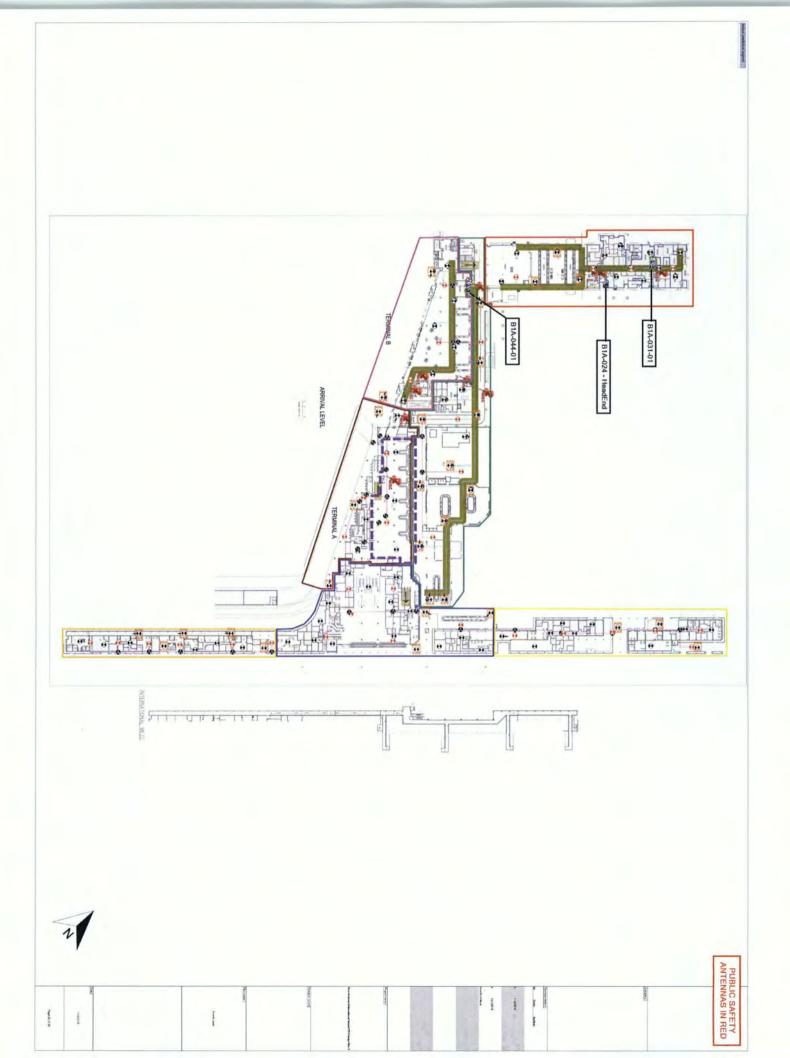


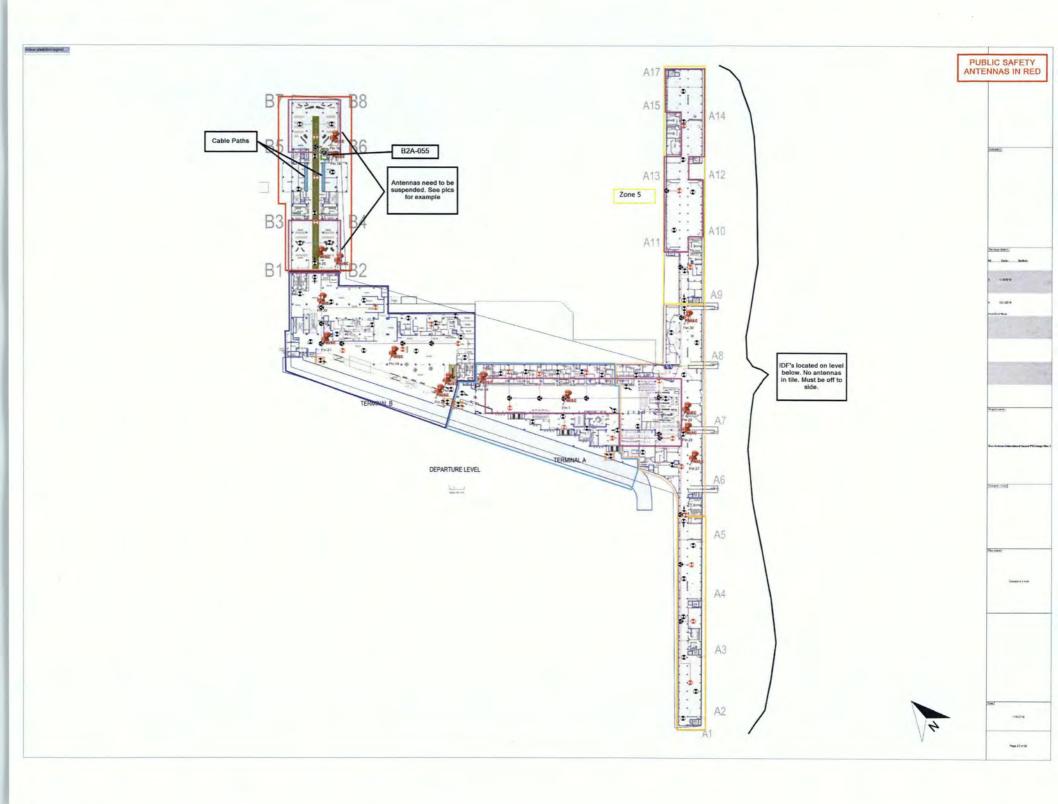


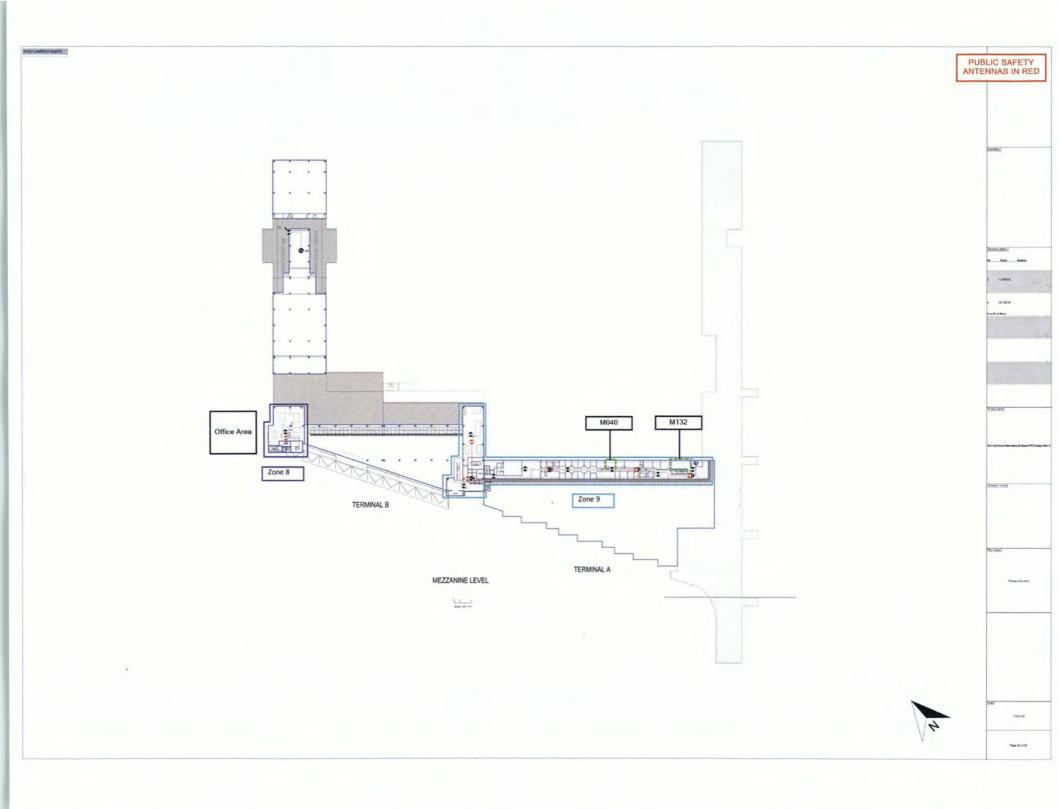


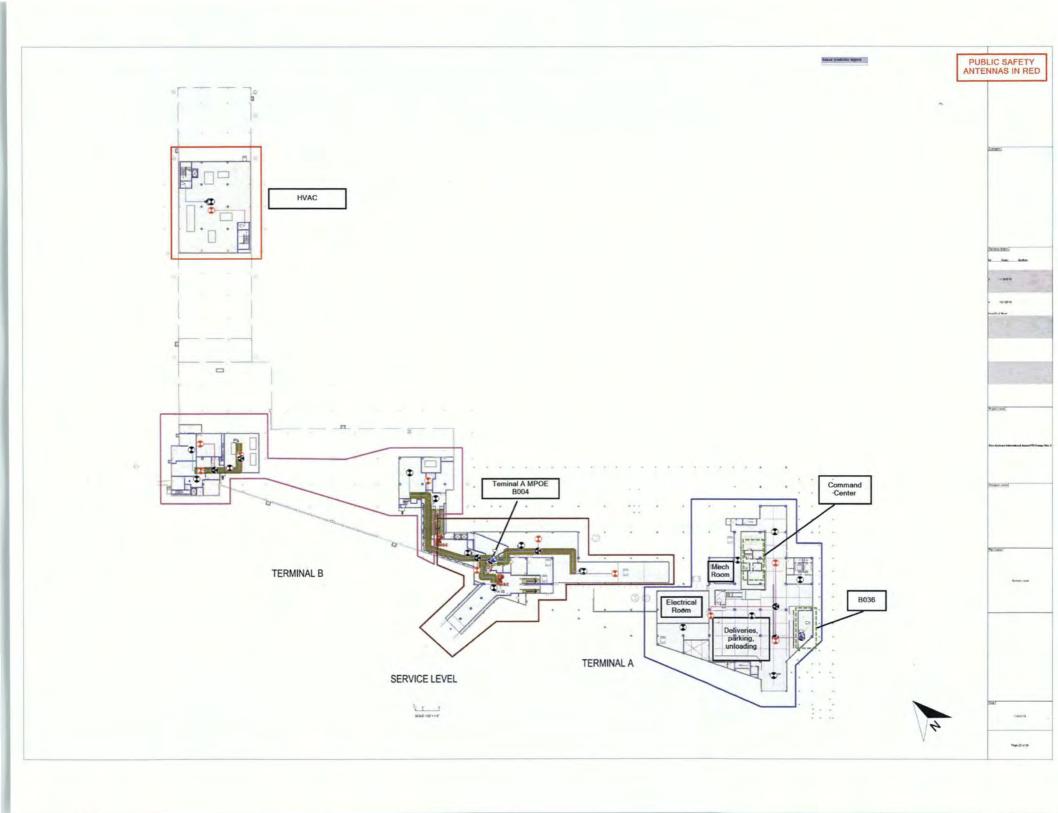


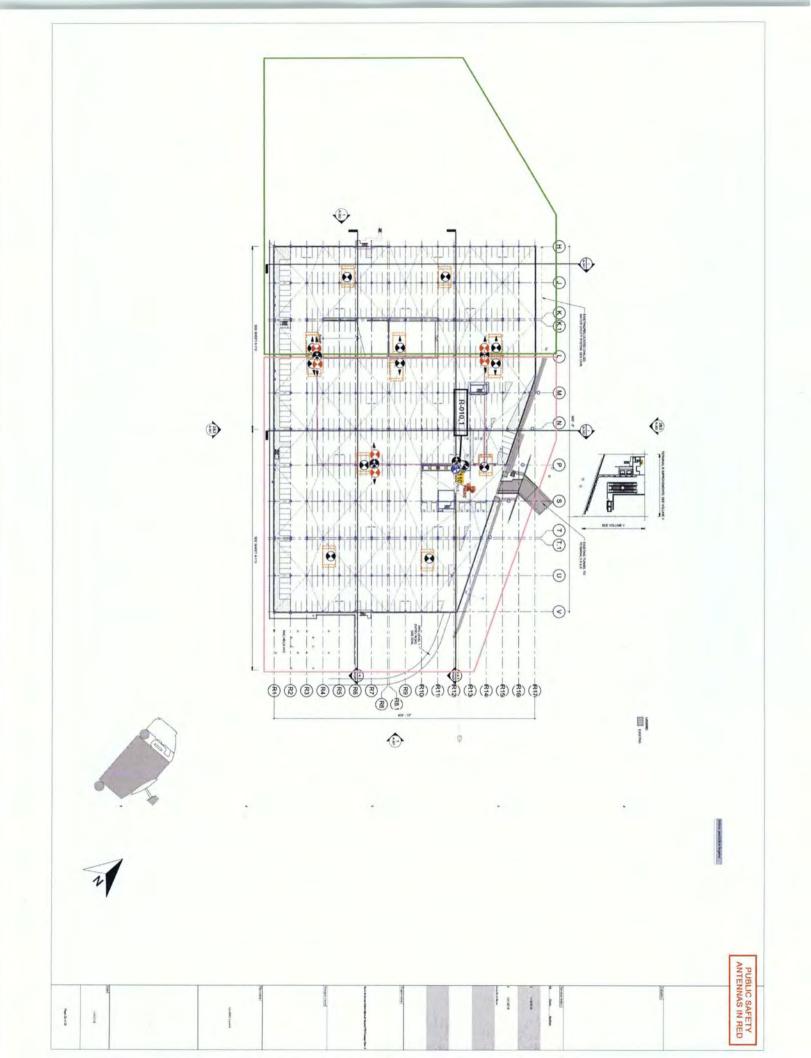


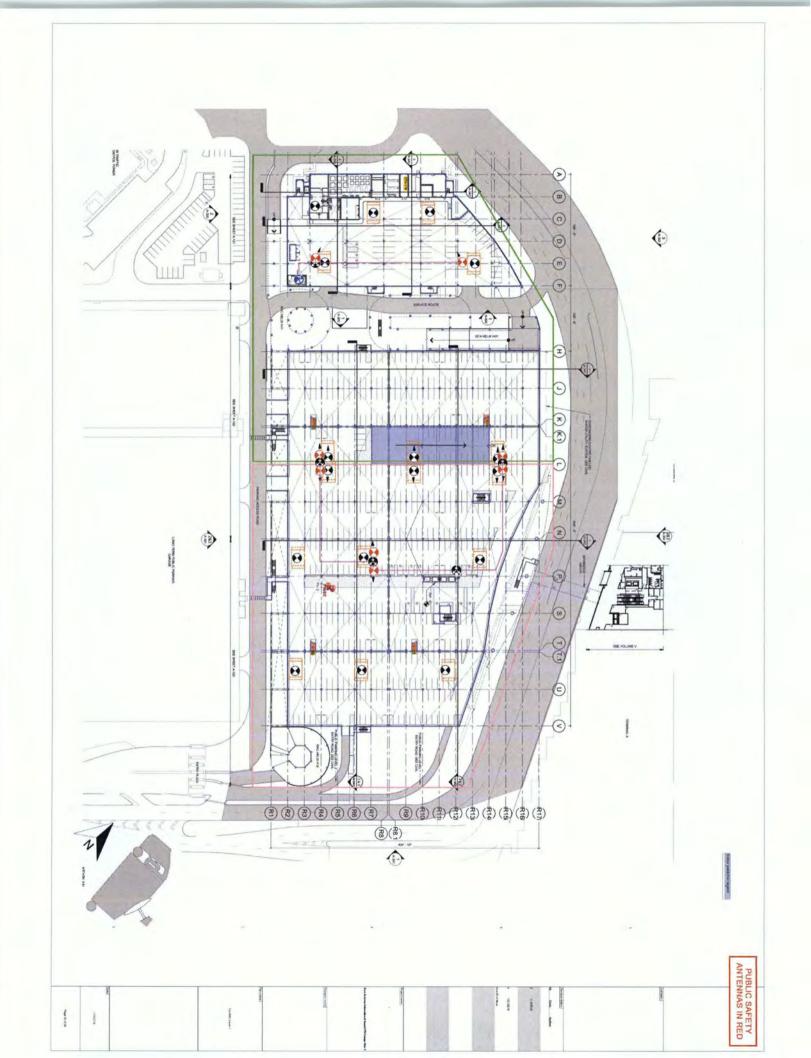


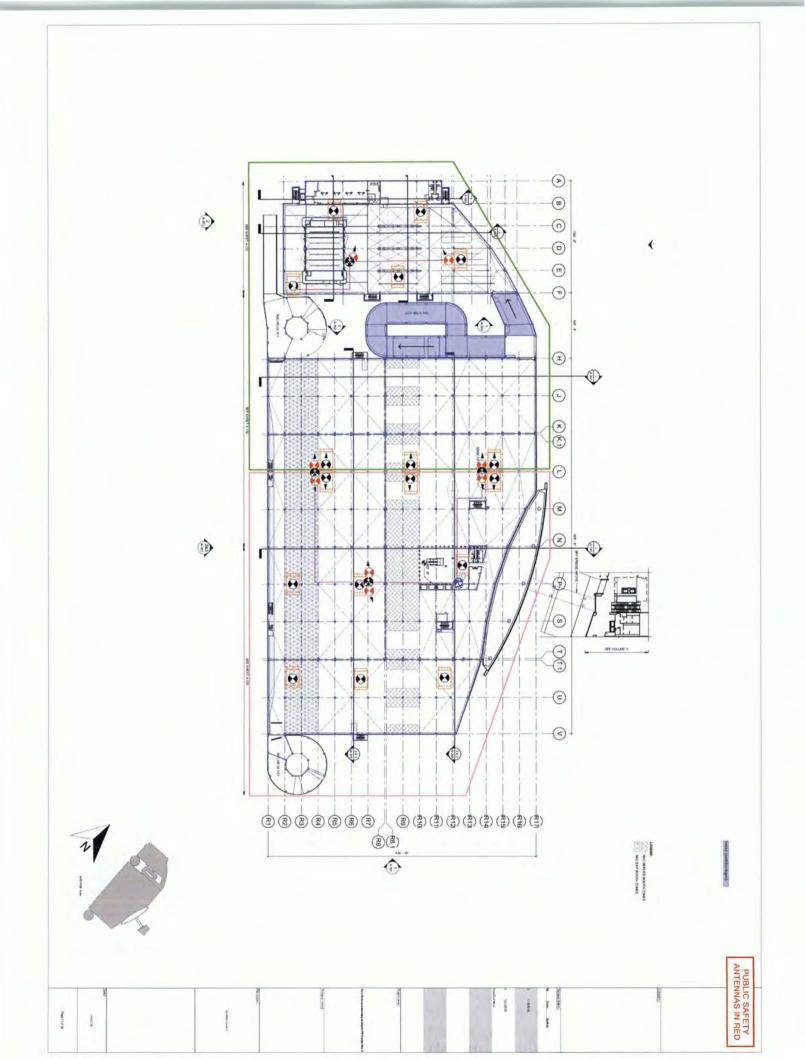


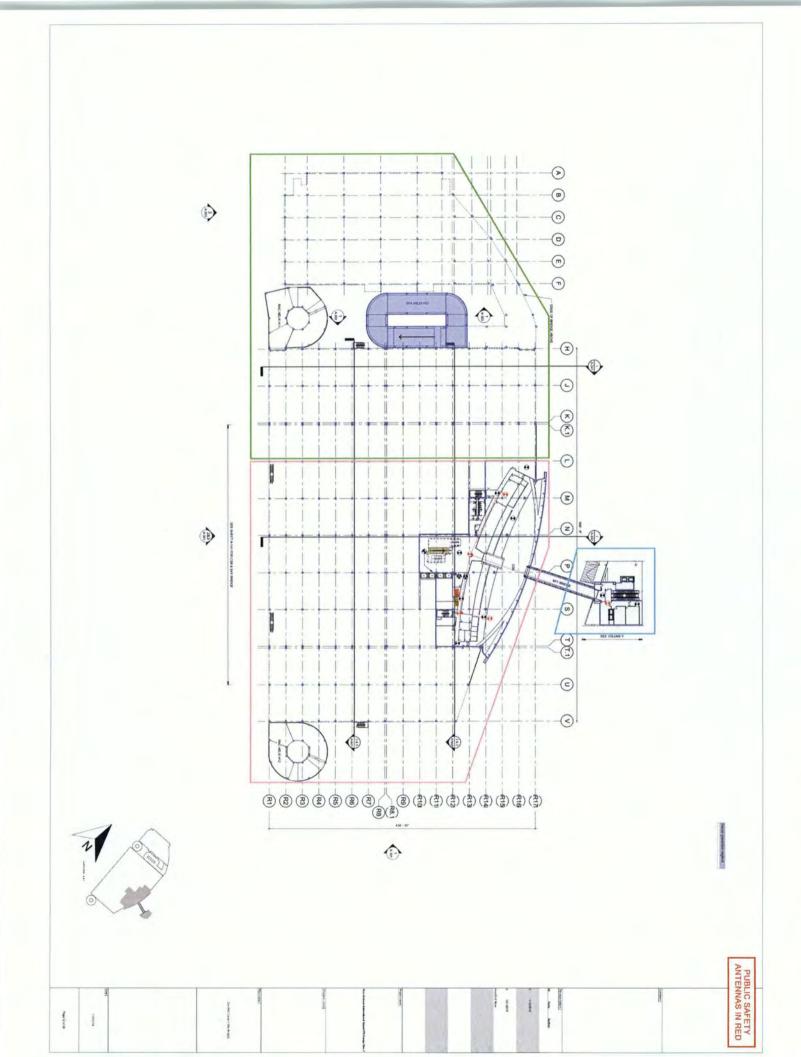


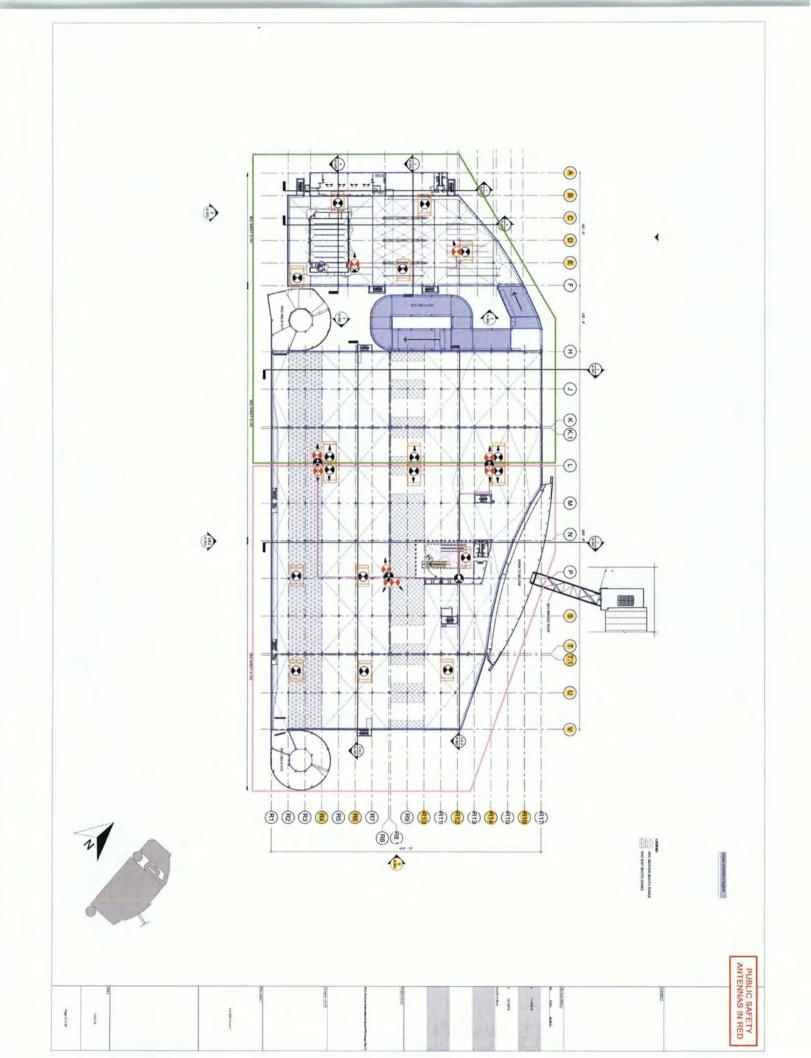


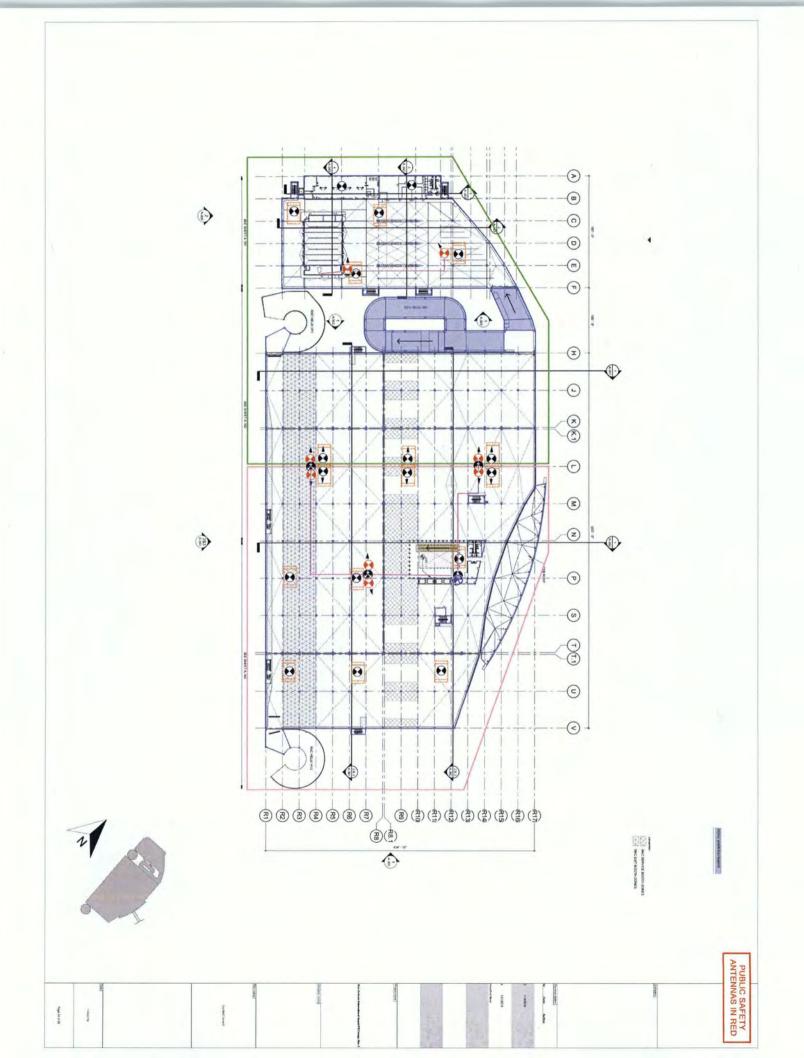


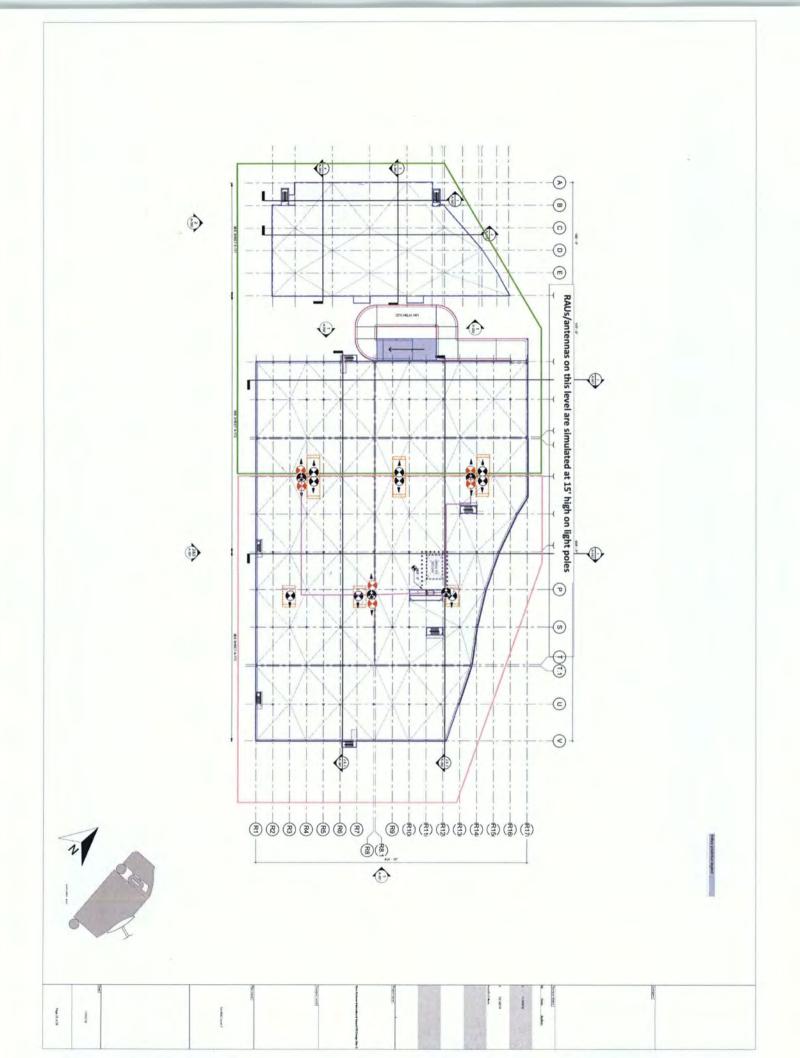


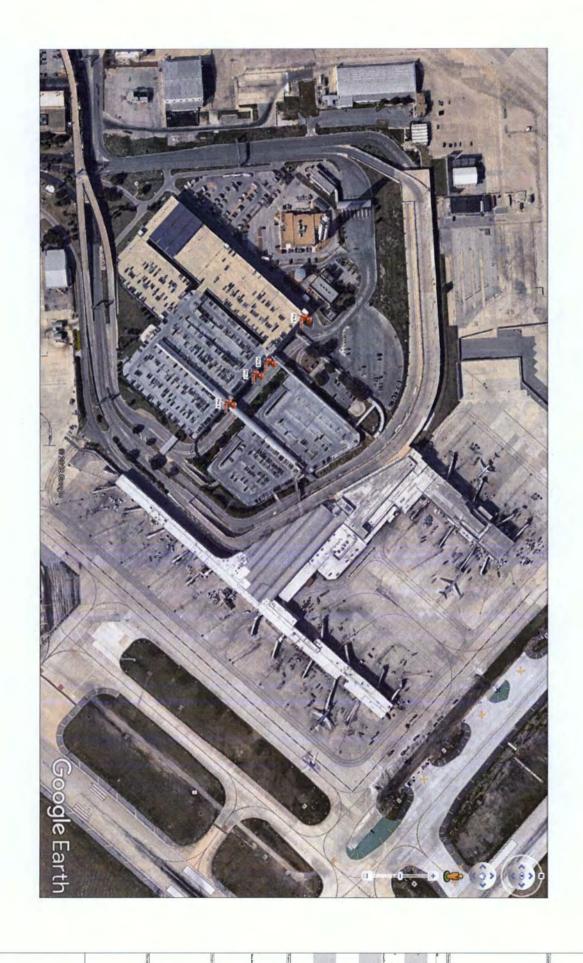




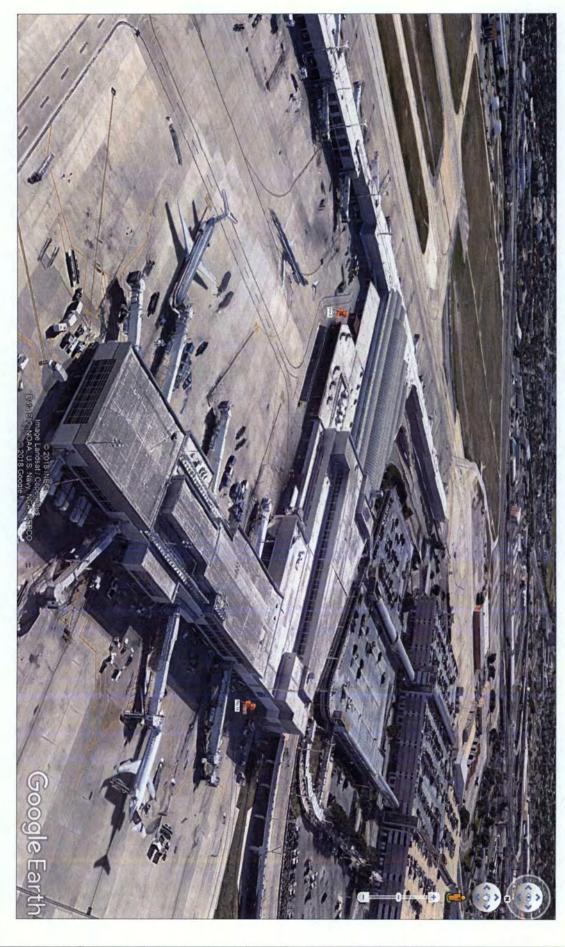








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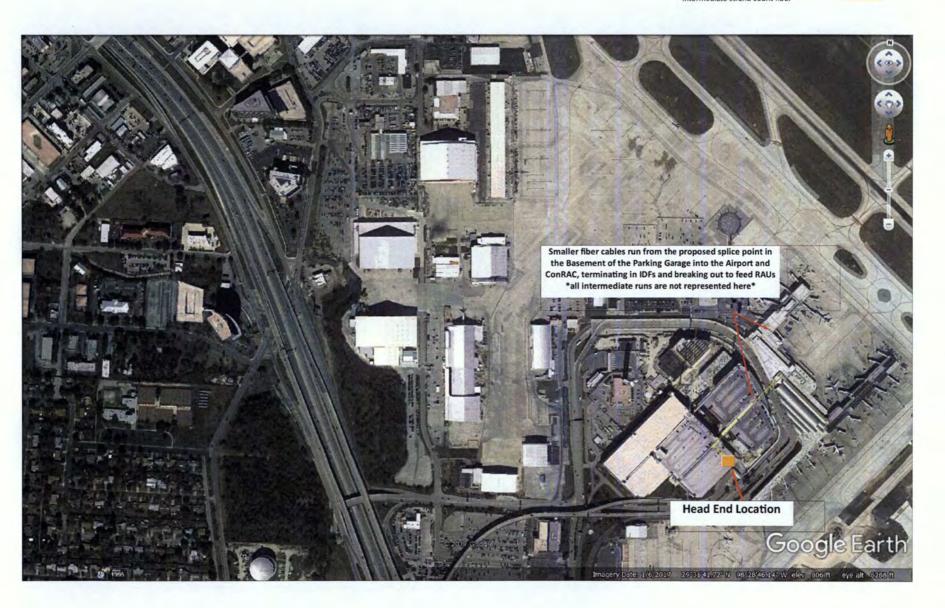
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# Attachment "B"



# CITY OF SAN ANTONIO

# **AVIATION DEPARTMENT**

# STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION

# San Antonio International Airport Standards and Specifications for Construction

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# San Antonio International Airport Standards and Specifications for Construction

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INTRODUCTION SECTION 1

#### SECTION 1 - INTRODUCTION

#### 1.1. Introduction

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

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

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

#### 1.2. Definitions:

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

INTRODUCTION SECTION 1

equipment additions/replacements, and maintenance work performed by a Tenant within their leasehold.

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

#### 1.3. Abbreviations:

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

#### SECTION 2 - SECURITY, ESCORTS AND DELIVERIES

#### 2.1. Introduction

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

#### 2.2. Security Badging Procedure

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

The badging procedure is as follows:

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

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

The badging process usually takes from 24 to 72 hours.

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

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

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

#### 2.3. Security of Existing Facilities and Special Airport Conditions

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

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

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

#### Terminal A

All materials, equipment, and workers must enter Terminal A through the Loading Dock, off load and transfer all material, equipment and workers via the freight elevator to the concourse level. All materials, equipment and workers will be required to enter the concourse through security doors adjacent to the freight elevator, which will require activation by a yellow or red security badge. All security doors require badges to be swiped through the reader, prior to entering the concourse area. A security checkpoint will be provided either on the loading dock or outside the freight elevator on the concourse level. All deliveries, materials, equipment, tools and workers are subject to search and an inventory will be provided to the Airport Police, an Aviation Department representative or their designee. All personnel entering the concourse will be required to display an SAT security badge; there will be no exceptions. If a General Contractor wishes to use a subcontractor who does not have a badge, that subcontractor must allow adequate time prior to reporting for work for the badging process, no escorts or special permits will be provided. In all cases the General Contractor and ultimately the Tenant are responsible for the actions of all involved with the construction of the space.

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

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

#### Terminal B

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

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

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

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

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

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

#### 2.4. Escorts across Airfield Operations Area (AOA)

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

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

#### 2.5. Airport Security and Materials Delivery

Most of the work will take place on the Concourse Level and the security clearance required on this level is the mandatory SAT security badge. After the last flight, the security checkpoint will be closed and only yellow- or red-badged personnel are allowed access to the Concourse through secured doors. The Tenant's General Contractor is required to notify Properties and Concessions Office at least three days in advance of all deliveries so they can coordinate with all parties involved to allow access. Yellow badges may be provided to Tenant Contractor's on limited bases for access through secured doors and all other personal including subcontractors will be provided White badges for identification. The Tenant and Tenant's General Contractor are responsible for ensuring that all individuals follow the rules concerning access to the Terminals. Failure to comply with these rules can lead to the removal of the individual(s) involved as well as the Tenant's General Contractor.

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

#### 2.6. Curb Side Deliveries

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

#### 2.7. Ramp side Deliveries

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

ALL AIRCRAFT HAVE THE RIGHT OF WAY.

#### 2.8. Materials Delivery

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

#### SECTION 3 – DESIGN CRITERIA

#### 3.1. Introduction

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

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

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

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

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

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

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

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

DESIGN CRITERIA SECTION 3

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

#### 3.2. General Requirements for all Submissions:

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

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

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

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

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

#### 3.3. Concession Design Elements

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

- 1) Mainly open store fronts with rolling overhead grilles by Tenant;
- 2) Blade sign (by tenant to Aviation standards);
- 3) Signage (by tenant); mounting, size and material as approved by the Aviation Department:
- 4) Ceilings;
- 5) Remainder of furr down and existing finish out to extend to lease line only, all surfaces within lease line to be finished by tenant including, but not limited to a pier, flooring, walls and ceiling:
- 6) All millwork used within lease spaces must be durable and high-design quality;
- 7) All areas planned to be a wet surface like a kitchen, mop sink area, and dish washing area should be designed with a membrane floor with suitable floor covering to match the areas use. The use of a proper floor drain or floor sinks when required.
- 8) Areas equipped with grease interceptors should have an automatic chemical injection system to assist in preventing excessive grease and food accumulation in the drain lines. The chemical introduced should be non-destructive to the piping system.

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#### 3.4. Conceptual Plans Submission:

Tenant shall prepare five (5) 24"x36" sets of conceptual plans for the Premises in accordance with the provisions of the Standards and Specifications for Construction and current local code and submit them to the Properties and Concessions Management Office for Aviation Department approval, such approval to be determined in its sole discretion. The Conceptual Plans must be submitted to the Properties and Concessions Management Office no later than thirty (30) calendar days from the effective date of the lease Agreement and lease date or such shorter period of time as may be required for Tenant to open for business as per contract, and shall include at a minimum the following (as applicable to work scope):

- a. Cover Page To include code information, contact infom1ation for complete design team, location/site maps, Table of Contents, address, etc.
- b. Demolition Plan To include items proposed to be removed.
- c. Floor Plan to include overall dimensions, interior finishes, construction components, and location of construction barricades.
- d. Elevations To include all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas.
- e. Material Board To include material boards referenced to floor plans and elevations for the Premises illustrating floor, base, wall, millwork, door, trim, ceiling materials, and color selections. Material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; one (1) board for colors and material s for all storefront and interior components. One (1) Color rendering of Tenant's proposed storefront design.
- f. Reflected Ceiling Plan To include locations of all lighting fixtures.
- g. Signage Drawings To include the shape, size, color, and location of signs (including Blade Sign), and a description of all materials, methods of fabrication, installation, and construction.
- h. Mechanical, Electrical, Engineering & Plumbing To include connections to base building system and locations of piping, ductwork, equipment, materials, catalog cut, and/or details for the make, model, and capacity of all new equipment including location and electrical requirements, location of return air systems, incorporation of all applicable design criteria, floor plan and riser diagram for all new plumbing fixtures, show interface with base building smoke control system and building automation system. Floor plans showing outlets, other electrical equipment, location of panel board and switchboards, projected electrical loads, and incorporation of applicable design criteria contained in the electrical requirements. Shall also include special system, such as telephone and data

transmission line systems, fire alarm system, airport access control system (if applicable), paging system (if applicable), cable access television system (if applicable), and master clock system (if applicable).

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

#### 3.5. Final Drawing Submission:

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

#### a. Drawings

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

#### b. Applicable Specifications

c. Reflected Ceiling Plans - To include ceiling material, grid, soffits, drops, recesses, coves, etc., ceiling heights for each space, all light fixtures, type of ceiling system with fire rating, any items attached to or coming through the ceiling, if any, Reflected Ceiling Plan to be at 1/4" = I'-0" scale or larger. Also include details of rolling grille and/or security gate assembly.

DESIGN CRITERIA SECTION 3

d. Structural Drawings - To include structural drawings and calculations of proposed structural elements. Base building structural components shall not be altered.

- e. Mechanical Drawings To include load calculations submitted as required in the Standards and Specifications for Construction and current local code, gas lines, and proposed locations & connections of all equipment.
- f. Plumbing Drawings If applicable, to include location and size of water and supply lines, drains, vents, grease traps and grease waste lines, and water and sanitary riser diagrams.
- g. Fire Protection & Monitoring Systems To include fire suppression and monitoring systems, fire alarm, location of connection point to the base building systems, location of addressable initiating devices such as; smoke detectors, duct detectors, and heat detectors as per the Standards and Specifications for Construction, national codes, current local codes, local amendments and all other applicable codes and regulations. If base building systems are not available or fully utilized or do not satisfy current local code requirement, Tenant shall provide make and model numbers and specifications of intended fire suppression and monitoring systems for approval by the Aviation Department. If base building system resources are not available or if such system resources are fully utilized or do not satisfy current local code requirements, the Tenant is required to contract with a private provider of fire alarm monitoring services, which will have the ability to monitor the Tenant's fire alarm system 24 hours per day, 365 days per year and provide immediate notification to the San Antonio Fire Department, the Airport communications center and any other individual or agency required by the Aviation Department from time to time.
- h. Electrical Plans To include power and lighting layout with circuits and home runs, electrical load requirements, on panel schedules, service riser diagrams, telephone conduits, and load calculations.
- Special Systems Such as telephone and data transmission line systems, airport access control system (if applicable), paging system (if applicable), cable access television system (if applicable), and master clock system (if applicable).
- j. Locking System Tenant shall install a lock keying system compatible with the City's system on all entrances to the premises and mechanical room entrances located therein for police, security, fire protection, and maintenance reasons.
- 2) Tenant shall submit to the Aviation Department as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage, and any advertising structures, plus a lighting plan.
- 3) When Tenant submits any plans and specifications to the Aviation Department it shall include complete sets for each submittal as specified in the Standards and Specifications for Construction and current local codes.

DESIGN CRITERIA SECTION 3

4) Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Aviation Department, other public agencies, and utility companies. Within ten (10) calendar days after approval of the Final drawings or such shorter period of time as may be required for Tenant to open the Premise for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible.

- 5) Tenant shall comply in all respects with the Tenant's Construction requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety, Health Regulation, Part 1926, and this Construction Specification. Tenant shall comply and be liable for all costs associated with adherence to the Texas Accessibility Standards (TAS).
- 6) On all premises, the Tenant shall:
  - a. Obtain the Architect's/Engineer's Texas Seal on two (2) sets of final construction drawings or as may otherwise be specified by the current local code process submitted for a building permit,
  - b. Obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Aviation Department of the Tenant occupying the Premises, obtain all required manufacturer' guarantees, maintenance manuals and other pertinent documents, and (iv) furnish to the Aviation Department one (1) set of "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (AutoCAD) drawings, duly certified by a Texas registered architect or registered engineer, no later than ninety (90) calendar days after opening for business s in the Premises.
- 7) Tenant shall not be permitted to commence any work until all requirements of the Standards and Specifications for Construction and current local codes have been completed.
- 8) Security clearance, safety training, and any other related requirements necessary must be completed as required by the Aviation Department and TSA.
- 9) In its construction plans Tenant must ensure that the Premises have strong visual appeal and are inviting to the customers and that the Premises accommodate customers with luggage and meet all Americans with Di abilities Act (ADA), Texas

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Accessibility Standard (TAS), and all current local code requirements relating to ingress, egress, access, and other architectural matters, for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

- 10) Plans to finish out or modify storage rooms included as part of the Agreement must be submitted with all conceptual drawing and final drawing submissions.
- 11) When Aviation Department shall determine that the construction drawings and specifications conform to the Preliminary Plans and design/construction requirements, Aviation Department shall cause one (1) copy thereof to be electronically stamped and initialed on behalf of Aviation Department, thereby evidencing the approval thereof by Aviation Department and hall return such counterpart so initialed to Tenant or Tenant's Representative. The construction drawings and specifications or the revised final drawings and specifications shall become and are hereinafter referred to as the Final Construction Drawings.

## 3.6. Changes After Final Drawing Approval:

- 1) Final Drawings must also be submitted to the Properties and Concessions Management Office, at the address below, for Aviation Department review and approval. Forward five (5) 24"x 36" complete sets (architectural, mechanical, electrical, plumbing, & fire suppression) to that office for review. Upon review and approval Aviation Department, the Tenant will be allowed to apply to the City of San Antonio for its building permit.
- 2) After the Aviation Department's approval of the Final Construction Drawings, no changes shall be made in the final construction drawings by the Tenant, except with prior approval of the Aviation Department. Aviation Department reserves the right to make changes in, on, or about the building as may be required. Tenant shall be notified of such changes and adjust the Final Construction Drawings to accommodate such changes.

#### 3.7. Physical On-Site Inspection:

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

# 3.8. Aviation Department Drawing Review and Approval:

No responsibility for proper engineering, safety, and design of facilities or compliance with all applicable governing codes and regulations implied or inferred on the part of Aviation Department by drawing approval. Aviation

Department's drawing review and approval is for compliance with this Specification Manual only, and this approval does not relieve Tenant of responsibility for:

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

## 3.9. Drawings Submittal Address:

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

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

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

# 3.10. Construction Requirements and Project Close-Out

See Section 4, CONSTRUCTION CRITERIA, for more specific information regarding items below.

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

5) X-ray or SRP of existing concrete structural members is required if any attachments or penetration is required. Any unused penetrations shall be fil1ed and sealed with appropriate materials

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

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

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

#### 3.11. Tenant IT and Cable Policies

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

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

drawings or reproducible documents for signature, or revise and resubmit the documents. The response will also contain a SAT plan for PDS usage showing all termination locations, cross-connect points, and co-location assignments: Approximate time required: five (5) business days from receipt of submittal.

- c. SAT AUTHORIZATION When all review comment have been addressed, SAT IT will approve the Tenant's IT submittal documents and recommend authorization to SAT Properties for coordination with other SAT divisions recommendations.
- d. RECORD DRAWINGS Within fifteen (15) business days of completion of construction, Tenant must provide to SAT IT record drawings and Cable Management Documentation which accurately represent all as-built conditions, including the following documentation:
  - Submit two (2) hardcopies of full size drawings of the project. The submittal shall include a cover sheet identifying Tenant space occupant, key plan of portion(s) of SAT illustrated in drawing set, installing Contractor and date of submittal.
  - Submit one (1) electronic file softcopy of the project drawings saved in AutoCAD format compatible with current AutoCAD version in use at SAT.
  - III. Submit one (1) electronic file softcopy of project schedule spreadsheets saved in a CSV (Comma Separated Value) fo1mat on CD media. Coordinate with SAT for exact format requirements.
- 2) MOVES, ADDS, AND CHANGES (MACs): MACs are non-major telephony and data related improvement operations consisting of single or multiple moves of phone, data, and/or addition of lines and routing or adding cabling. These are minor, non-structural change, leaving walls, floors, ceiling, and fixed equipment in place. For support and coordination on all Tenant MACs, please contact (210) 207-3565 or aviation.support@sanantonio.gov and a SAT IT representative will respond.
  - a. SUBMITTAL DOCUMENTS Tenant will be required to provide necessary submittal documents depending on the requirement. This includes two (2) complete sets of document to SAT IT for review at least two (2) business days prior to the anticipated project start date. The information submitted to SAT IT shall include the following:
    - Tenant Name & Contact Information
    - II. Type of Services Requested
    - III. Building Floor (Lease Space)
    - IV. Drawing Physical Cabling Pathways
    - V. Telecommunications bonding and grounding plan
  - b. SAT IT RESPONSE In response to MAC requests, SAT IT will send written review comments and a utilization plan to the Tenant. This letter will advise Tenant to either forward original drawings or reproducible documents for signature, or revise and resubmit the documents. Approximate time required:

Two (2) business days from receipt of submittal.

- c. SAT AUTHORIZATION When all review comments have been addressed, SAT will sign the Tenant's submittal documents and issue an authorization letter.
- d. RECORD DRAWINGS Within fifteen (15) business days of completion of construction, Tenant must provide to SAT IT record drawings and Cable Management Documentation which accurately represent all as-built conditions, including the following documentation:
  - Submit one (1) electronic file softcopy of as-built project drawings saved in AutoCAD format compatible with current AutoCAD version in use at SAT.
  - II. Submit one (1) electronic file softcopy of project schedule spreadsheets saved in a CSV (Comma Separated Value) format on CD media. Coordinate with SAT for exact format requirements.

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

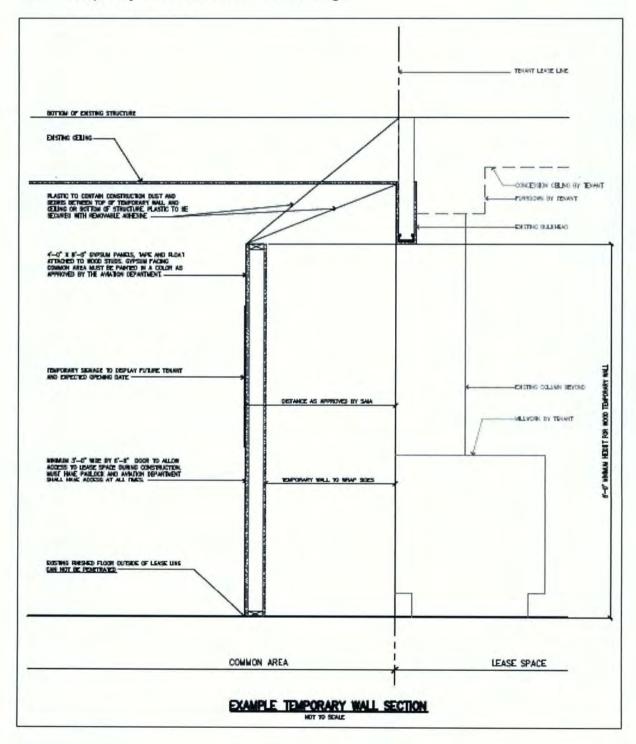
SATELLITE SERVICE REQUIREMENTS: Tenants requiring satellite installation for cable television services shall submit installation requirements and plans including roof penetration and mounting details, to SAT IT utilizing the process described in Section 6.0 of this document, prior to the commencement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

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

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

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

# 3.12. Temporary Construction Barricade Design



#### SECTION 4 - CONSTRUCTION CRITERIA

## 4.1. Purpose of Construction Criteria

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

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

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

#### 4.2. Use of Construction Criteria

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

### 4.3. City/Tenant Work

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

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

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

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

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

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

- 1) This Specification Manual and the Design Development Drawings.
- 2) The CPA and its process requirements.
- Tenant's Final Drawings, as approved by City of San Antonio's Aviation Construction and Development and Concessions Division.
- 4) All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the City, State and Federal Codes.
- 5) All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer 's Guide (latest edition), the City's and City's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

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

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

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

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

Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the retail concession services within the Terminal.

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

1) Inspections and Compliance: Contractor is responsible for scheduling inspections by the City of San Antonio Development Services and other inspectors as necessary, and for compliance with their requirements. Provide notification of inspection date and time to Properties and Concessions Manager. A copy of all inspection reports and the Certificate of Occupancy must be submitted to Properties and Concessions Office upon completion of the work. In the event Contractor is notified of any violations of codes by the jurisdictional authorities or by Aviation, Contractor shall correct such violations within seven (7) calendar days from such date of notification. Construction shall comply in all respect with currently applicable federal, state, county and/or local statutes, ordinances, regulations, laws and codes and ordinances. The City of San Antonio is currently under the 2015 International Codes, 2014 NEC and including the 2015 International Energy Conservation Code. The list of adopted codes and local amendments for these codes can be found at: New Chapter 10 - Building Related Codes. In addition, coordination and compliance with the following is required:

- · City of San Antonio Fire Marshall
- · City of San Antonio Department of Health
- American with Disabilities Act and Texas Accessibility Standards
- 2) Licensed Professional Engineer: A professional engineer licensed in the state of Texas shall prepare all calculations, drawings and specifications in accordance with all applicable codes and recognized engineering practices. The engineer shall be required to be available if any questions or modification to the system is required.
- 3) Project Review: The Aviation Department will review the drawings 30%, 60% and 100% for general compliance with the Mechanical Design criteria of the Airport facilities. It is the Contractor's responsibility to submit documents to the City of San Antonio Development Services (www.sanantonio.gov) for review and is issuance of a Building Permit. It is the Contractor's responsibility to ensure that the Contractor's system will perform satisfactorily and is in compliance with all applicable code and regulations. The average permit review time is 2-3 weeks. Development Services does offer an expedited review with associated fee.
- 4) Submission Requirements: The Tenant shall submit complete plans and specifications for Mechanical work consisting of the following at a minimum:
  - a. HVAC (if applicable), plumbing (if applicable), and fire protection floor plans (if applicable).
  - b. Plumbing riser diagram indicating pipe sizes and connection points. Heating and cooling load calculations.
  - c. HVAC Testing and balancing report submitted upon completion of installation
  - d. Supply air, chilled water (if any) requirements. As-built drawings upon project completion.
  - e. IT and Electrical Plans
  - f. Material Sheets
  - g. Elevations
- 5) Mechanical and IT Room Access: Facilities Maintenance will provide access to the mechanical rooms that provide service to the Concession space. Access requests should be submitted to Properties and Concessions Manager for coordination 48 hours in advance.

- 6) General Requirements: The Tenant shall furnish and install all mechanical work required for and within the Tenant premises, which is not furnished as part of the Base Building work.
  - a. Mechanical system modifications requiring shutdown of other portions of the mechanical systems shall be done upon approval of Aviation Construction and Development and Facilities Maintenance. Notification must be provided to Concessions Division and the City /Airport 48 hours prior to the shutdown requirement.
  - b. Obtain permission from the City through the Properties and Concessions Division and Construction and Development prior to core drilling through floors or roof structure. Any roof penetrations will be performed by a contractor selected by the Aviation Department and billed to Tenant.
  - c. Coring for roof or floor penetrations will require 72-hour notice.
  - d. Cutting and patching to be performed as required, to return all remaining original finishes to their original condition.
  - e. Floor and wall penetrations must be sealed and dampered to maintain occupancy separations where required. All penetrations must be filled with approved Fire Caulking with a Fire Rating of not less than that of the roof, wall and/or floor which was penetrated.
  - f. Welding or torch cutting under the direct supervision and by approval of the Concessions Division and/or Aviation Department personnel. Comply with the Airport's Fire Marshal's regulations and notify them prior to welding or torch cutting.
  - g. As-built drawings are to be maintained by the Tenant mechanical contractor and submitted to the City. Record exact pipe, duct, and equipment routing and location, and sizes of equipment.
- 7) Identification and Labeling: Required for all equipment, pipes and ducts within the Tenant space:
  - a. Laminated plastic nameplates, black-white-black with engraved characters I" high for all equipment. Pipe marker, ANSI size, 3/4 letters, pre-printed, mounted on pipe or duct penetrating walls and at 25' intervals.
  - b. Identify pipe fluid or duct air type.

# 8) HVAC System Criteria

- a. It is the Tenant's responsibility to add additional VAV boxes, Rooftop or Split Units if required to meet their heating and cooling needs, to be approved by HVAC Department.
- b. Return air and smoke purge are accomplished through the plenum, and it is the Tenant's responsibility to ensure adequate airflow into and through the plenum.
- c. All insulation must have a flame spread/smoke developed rating not higher than 25/ 50.
- d. All ducts are to be supported from bridging not to exceed ten foot intervals.
- e. An air balance report must be submitted to the City prior to the final inspection. All changes to existing system must be approved by Airport Facilities HVAC Department. All changes to existing system must be approved by Airport Facilities HVAC

Department.

- f. All changes to existing system must be approved by Airport Facilities HVAC Department.
- g. Flexible duct lengths must not exceed six (6) feet nor be used for change of direction.

# **Existing HVAC System Description**

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

# 9) Electrical System Criteria

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

The City of San Antonio also requires the following:

- Coordination of all electrical work with the City Airport Electrical Department prior to commencing any work.
- All conduits must be a minimum 3/4" EMT with compression fittings. In wet areas, all conduits are to be rigid. All wire to be TI4HN or TWIHN rated at 105 degrees at 600 volts.
- 3. No MC or other armored interlock is allowed. "Greenfield" or "Seal Tight" whips are to be a maximum of six 6 feet.
- All ceiling mounted transformers must be supported from the building structure independent of all other systems and a continuous ceiling must separate the transformer from the plenum.
- All junction and pull boxes must be labeled with appropriate panel name and circuit numbers.

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

# 10) Plumbing Criteria

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

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

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

### 11) Fire Protection Criteria

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

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

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

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

It is the Tenant's responsibility to purchase all fire alarm devices required per code and install them in the space. All newly installed Fire alarm Equipment shall be compatible with the system it is to be added to and to be of the same make and model as the other system components. It will be the monitor's responsibility to contact the

Communications Center at the Airport in the event of fire or trouble alarm. It will be the Tenant's responsibility to pre-test the system and provide proof prior to the Final Inspection. Tenant need to provide three (3) days prior notice to Aviation Fire Protection Team for Fire Alarm system pre-testing and acceptance testing. Pre-testing and testing, of the Fire alarm system, which involves the activation of the Terminal's horns, strobes and voice evacuation appliances shall be conducted between the hours of 10:00 p.m. – 3:30 a.m. All Fire Alarm installations, additions and/or repairs shall be conducted by a state licensed and/or nationally certified technician/contractor IAW NFPA and IFC Standards.

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

Terminal B:

Simplex Grinnell San Antonio

Terminal A:

Johnson Control

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

# 13) Telephone/Communication Service

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

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

### 4.5. Construction Requirements

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

- All contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport.
- Insurance coverage and suretyship reasonably satisfactory to City and Concessions Division and Construction and Development for the protection of City, suppliers, contractors, subcontractors and the general public.
- All contractors and subcontractors comply strictly with all of the applicable provisions
  of the Lease Agreement, this Specification Manual, Tenant's Agreement with the
  City and the CPA.

- 4. For all Fixed Improvements and other leasehold improvements to the Premises; Provide performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to City and Properties and Concessions Division and Construction and Development, each of which shall name City as an additional insured and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the City of San Antonio's nondiscrimination and affirmative action provisions.
- 5. During the construction periods at the Terminals, the City, Tenant and their agents, servants, employee and contractors shall be permitted entry and access to the Terminals and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, City, Tenant and their respective agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by the City of San Antonio and the Aviation Department as to the conduct of their work. Tenant and its agents shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers, smoke, fumes/odors, dust and the like within the Tenant's Premises, or with in a defined staging area for the exclusive purpose of supporting the Tenant's Premises construction, subject to City approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project closeout and acceptance of the space as detailed in this Specification Manual and the CPA.

### 4.6. Contractors and Subcontractors Insurance

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

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

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

### 4.7. Pre-Construction Meetings and General Procedures

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

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

Properties and Concessions Manager will arrange the Pre-Con when items meet the requirement. The Project Superintendent and General Contractor must attend the Pre-

Construction meeting with the Aviation Department. The following documents must be submitted at the Pre Construction meeting:

- 1. General Contractor's Insurance Certificate
- 2. List of all Sub Contractors with emergency phone numbers including the GC's
- Material Safety Data sheets for products to be used. The City reserves the right to refuse the use of any Substance believed may be hazardous when used in the Airport.
- 4. Overall Project Timeline Summary with preliminary delivery schedules and unloading requirements
- 5. Signed Lease or Letter of Acceptance for space
- 6. \$5,000 Security Deposit per location payable to "City of San Antonio", if applicable.
- 7. A Building Permit issued the City of San Antonio
- Performance and Payment Bonds delivered to City of San Antonio (COSA) in the total amount of construction contract costs for "Fixed Improvement" naming the City as additional obligee.
- 9. Any other documents required by the City of San Antonio
- 10. Asbestos Report
- 11. Two (2) sets of sealed and signed drawings
- 12. Architect's Letter of introduction, if applicable.
- 13. Copies of Electrical and Plumbing Licenses

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

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

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

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

City as additional obligees

9. Any other document s required by the City of San Antonio

# 4.8. Aviation Properties and Concessions Division

Tenant Coordination activities will be the responsibility of Properties and Concessions Division. Please contact William Idar at (210) 207-3565 phone, or by email at William.idar@sanantonio.gov with any questions concerning coordination, pre-construction meetings, notices to the City, construction inspections or any other questions you may have.

# 4.9. Progress Meetings

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

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

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

### 4.10. Interruptions to Existing Facilities

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

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

Tenant Contractor's must maintain awareness and control of Construction activity to avoid false activations of fire alarm systems, evacuations of Terminal Buildings and unnecessary

activation of Emergency Responders.

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

# 4.11. Keys and Locks

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

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

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

#### 4.12. Hazardous Material

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

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

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

date Contractor was delivered possession of the Premises. City shall rededicate or remove (or reimburse reasonable costs incurred by Contractor) any such preexisting Hazardous Materials that City determines, in its discretion, is necessary for Contractor to perform Work.

#### 4.13. Dust Control

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

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

# 4.14. Noise Control

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

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

# 4.15. Welding Notification in the Concession Space

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

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

- 1. Submit a Welding Application at least five days in advance.
- 2. Provide all fire watches required and all fire extinguishers and fire blankets

- 3. Use and maintain all required personal protective equipment.
- 4. Maintain a fire watch(s) during welding operation and post welding for duration of at least one (1) hour.
- Properly secure all gas bottles. Extra gas bottles are not to be stored inside the Terminal.
- All gas bottle storage, handling, transporting and usage must comply with OSHA 29 CFR 1926.3 50 S.
- 7. No welding in public view (storefronts included) may take place from 5 a.m. till 11 p.m.
- 8. All welding procedure are to be in compliance with all COSA and Airport guidelines and OSHA 29 CFR 1926.102(b), .350-.354, 406(c)
- 9. All arc welding machines are to be approved by Aviation Fire Department/Safety for use prior to welding.
- Welding or torch cutting under the direct supervision and by approval of Concession Manager.
- A welding permit must be completed. See Properties and Concessions Manager for copy.
- 12. Comply with the Airport's Fire Marshal's regulations and provide notification of welding activity to Properties and Concession Manager and Aviation Fire Protection Team forty-eight (48) hours prior to start for safety assessment of the activity and area.

#### 4.16. Barricades

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

The following criteria must be followed:

- 1. Height of barricade will extend to the existing ceiling height.
- Barricade must be painted Brilliant Blue (PPG1161.7) with black base molding applied to the concourse side.
- 3. Barricade must have dust cover consisting ripstop visqueen.
- 4. Barricade door to be located towards the side not in the center.
- 5. Barricade not to project out more than 3 feet pat the bulkhead.
- 6. Barricade side return panels are to be 45 degree angles to aid passenger flow.
- 7. Barricade cannot be bolted, screwed, glued, or shot into any finished floor. Floor protection required.
- 8. Barricade must be secured to prevent tipping over or shifting during construction.
- 9. Barricade is subject to City approval; with TSA approval contingent upon public activity.
- 10. All barricade removal to take place at night when the construction status has been approved by Properties and Concession Manager and Aviation Planning and Development.

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

All barricades must have self-closing hinges and be kept closed at all times and locked during non-working hours. All tools or equipment remaining in the concession space after working hours must be stored in a locking job or gang box. It will be the Contractor's responsibility to

maintain the barricades both functionally and aesthetically. The Contractor will be responsible to legally dispose of the barricade upon completion of the concession build out.

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

## 4.17. Parking

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

#### 4.18. Trash and Debris Removal

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

Contractor will be responsible for any debris, dirt, grease, dust left in the common areas. Contractor will immediately clean any debris from the common areas and subject to special cleaning fee, if deemed appropriate by the City representative.

### 4.19. Floor and Roof Penetrations

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

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

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

#### Roofing

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

- Terminal A American Roofing
- Terminal B Fifth Wall Roofing

The Contractor is to contact Properties and Concessions Management Office for

additional information.

## 4.20. Close-Out Requirements

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

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

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

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

- From the contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Contractor(s) shall be required by Contractor in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the City, or the Tenant occupying the Premises;
- 2. All required manufacturers' guarantees, maintenance manuals and other pertinent documents; preventative maintenance program details and schedule;
- 3. One (I) set of "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (CADD) drawings, on CD duly certified by a Texas registered architect or registered engineer, no later than 60 days after opening for business in the Premises:
- 4. Executed copies of all mechanics lien waivers and/or releases or other lien waivers and/or releases on account of contractors work, notarized and unconditional, in such form as COSA shall have reasonable approved along with an architect's certification that the Premises have been constructed in accordance with the approved Final Drawings and are fully complete in accordance with all of Such requirements specified or reference herein;
- Statements of the total construction costs incurred by Contractor which is certified by a
  responsible officer of Contractor as correct together with copies of all supporting
  documentation required by the City under the Agreement with the City including copies
  of paid invoices;
- Certified construction cost reports;

7. All SAT security badges;

# 4.21. Construction Deposit, if applicable.

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

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

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

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

## 4.22. General Construction Documents and Miscellaneous Items

#### a. Close Out Documents

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

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

### b. General Health & Safety

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

### c. On-Site Health & Safety Station

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

1. First Aid Kit

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

## d. Personal Protective Equipment

Tenant Contractor to provide all personal protective equipment in accordance with OSHA 29 CFR 1926.95, 96, J 00, 101, 102, 103, 104, I 05

## e. Welding

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

- Submit to the Concessions Division "Welding Request Notice" at least three days in advance.
- 8. Submit to Concessions Division all Welding Certificates and Licenses.
- Submit Fire Sprinkler Shut Down Notice (if applicable) to Concessions Division at least five days in advance.
- 10. Provide all fire watches required and all fire extinguishers and fire blankets. 5. Use and maintain all required personal protective equipment
- 11. Maintain a firewatch for the duration of the welding
- 12. Properly secure all gas bottles. Extra gas bottles are not to be stored inside the Terminal. All gas bottle storage, handling, transporting and usage must comply with OSHA 29 CFR 1926.3 50
- 13. S. No welding in public view (storefronts included) may take place from 5:00 a.m. till 11:00 p.m.
- 14. All welding procedures are to be in compliance with all City and Airport guidelines and OSHA 29 CFR 1926.102(b), .350-.354,.406(c)
- 15. All arc welding machines are to be approved for use prior to welding.
- 16. Notify Airport Communications, Airport Operation and Airport Fire Rescue Captain prior to starting work.

### f. Fire Sprinkler Shut Downs (if Applicable)

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

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

### g. Mechanical/Electrical Shutdowns

In the event that the Contractor requires a Mechanical/Electrical Shutdown, submit a Mechanical Shutdown request two (2) weeks in advance. If the Contractor needs to access any Operations level Mechanical Room, all workers must have security badges and escort by the Airport Police or an Aviation Department representative.

# h. Drug Free Work Place

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

#### i. Smoking

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

# j. Escorts

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

## k. Gas Powered Equipment

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

#### I. Lasers

All lasers are to be operated in a safe manner by trained tradesmen. At no time will a laser be used in the common areas or in such a manner as the laser emits out to the common area. All signage and personal protective equipment will be required as OSHA 29 CFR 1926.1 02(b)(2)

#### m. Powder Actuated Tools

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

# **Pre-Construction Meeting Agenda**

Project:	
Name of Contractor:	
Project Manager:	
On-site Superintendent:	
Date:	

- 1. Introduction
- 2. Pre-Construction Requirements
  - a. Insurance certificate
  - Security Deposit from GC, if applicable. (\$5,000 cashier's check payable to City of San Antonio.)
  - c. Performance & Payment Bond (for total amount of construction contract costs for: fixed improvements: naming the City as additional insured
  - d. Building Permit and all trade permits
  - e. Emergency Contact List/Medical Locations
  - f. List of Sub Contractors
  - g. Contractors Project Schedule:
  - h. Material Safety Data Sheets (MSDS) for products used
  - i. Electrical, Plumbing & HVAC Licenses
- 3. Security, Badging and Safety Procedures
  - a. Badging and Safety Access Requirements
  - b. Storage of Tools & Equipment
  - c. Construction Barricade, Keys & locks
  - d. Delivery Procedures
  - e. Contractor/Sub-contractor Parking
  - f. Dumpster location
  - a. Use of PPE, Ladder Safety, Notify Facility Maintenance of Lock out tag out
- 4. Interruptions to Existing Facilities
  - a. Debris Removal
  - b. Welding (permit required)
  - c. Dust, Noise, Odor control
  - d. Hours of Operation
- 5. Progress Reports Coordination of Shutdowns & Misc. items
  - a. Progress Reports
  - b. Coordination of Shutdown & Misc. items
  - c. Written Progress Reports
- 6. Punch List
  - a. Scheduling Minimum 2 Week before turnover
  - b. Space to be free and clear of construction activity and equipment allowing for full access. Must be in opening day condition
- 7. Close-out Documents
  - a. Lien wavers, proof of payment
  - b. Cost Certification Sheet
  - c. Deposit return
- 8. Drug Free Workplace No Smoking Ordinance
- 9. Questions?

#### SECTION 5 - STRUCTURED CABLING INFRASTRUCTURE GUIDELINES

#### PART 1 - DOCUMENT PURPOSE

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

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

#### PART 2 - DOCUMENT HISTORY

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

### PART 3 - INDUSTRY STANDARDS

- 3.1. The following industry standards shall be adhered to unless specifically directed otherwise by the City of San Antonio Information technology Services Department. The list is not allinclusive and does not alleviate compliance with the latest applicable standards, codes, and best practices:
  - A. TIA-568-C.O Generic Telecommunications Cabling for Customer Premises
  - B. TIA-568-C.1 Commercial Building Telecommunication Cabling Standards Part 1 General Requirements (2008)
  - C. TIA-568-C .2 Balanced Twisted-Pair Telecommunications Cabling and Components Standard (2009)
  - D. TIA-568-C.3 Optical Fiber Cabling Components Standard (2009)
  - E. TIA-569-B Commercial Building Standard for Telecommunications Pathways and Spaces (October 2004)
  - F. TIA-598-C Optical Fiber Cable Color Coding (January 2005)
  - G. TIA/EIA-606-B Administration Standard for Commercial Telecommunications Infrastructure (May 2012)
  - H. ANSI J-STD-607-B Commercial Building Grounding and Bonding Requirements for Telecommunications - (October 2011)
  - TIA-758-A Customer-Owned Outside Plant Telecommunications Infrastructure Standard - (August 2004)
  - J. TIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable

Plant - OFSTP-7 - (February 2002)

- K. TIA-526-14-A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant – OFSTP-14 - (August 1998)
- L. AIA
- M. Local Building Code
- N. NEC
- O. ISO
- P. ANSI
- Q. FCC
- R. UL
- S. OSHA
- T. NFPA
- U. NEMA

#### PART 4 · CONTRACTOR QUALIFICATIONS

- 4.1 Contractor and staff shall be a current authorized Panduit Certified Installers and certified by Panduit to provide and furnish a 20-year performance warranty for structured cabling and connectivity components.
- 4.2 Contractor and staff shall possess relevant past-experience and references for a minimum of (5) projects of similar size and scope to that of the City of San Antonio.
- 4.3 Contractor's Project Manager shall be a RCDD in good standing and shall provide Certificate.
- 4.4 Contractor shall have a local office within a 75-mile radius of the project site
- 4.5 Sub-contractors to the primary structured cabling contractor shall meet the same requirements for the primary structured cabling contractor as identified above.

# PART 5 · WARRANTY ON PARTS AND LABOR.

5.1 The contractor shall furnish a 20-year performance warranty from Panduit for the

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

#### **PART 6 - NOMENCLATURE**

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

### PART 7 - CITY INFRASTRUCTURE STANDARDS

- 7.1 Telecommunications Spaces
  - A. Main Distribution Frame (MDF)
    - Description
      - a. The MDF is a telecommunications space that serves a building or multibuilding facility or campus. There is only (1) on each campus.
      - b. The MDF houses the entrance conduits, terminations, and cross connections for all incoming inter-building backbone cabling from the IDFs in other buildings on the campus and the intra-building backbone cabling from the IDFs in the building in which it resides, and cross-connects to user workstations.
      - c. Wall and floor space shall be reserved for service provider demarcation equipment and incoming infrastructure terminations.
      - d. Campus distribution network equipment, servers, and other centralized telecommunications related equipment will reside in the MDF.
      - e. The MDF may share space with other systems such as security panels, paging systems, and CATV cabling. Space allocation for other systems

- shall be coordinated with the applicable disciplines after approval from the City of San Antonio Information Technology Service Department. All coordination shall be completed prior to installation.
- f. Fire alarm panels and building control panels shall not be located inside the MDF. Space allocation for these systems needs to occur outside of the MDF.
- g. The MDF shall not be used for storage, serve as a mechanical or electrical distribution space, nor shall it have within its space main electrical feeds, electrical switch gear, transformers, and water or sprinkler main lines.
- h. The layout of cabinets, equipment racks, wall fields, and cable management shall be as indicated on the attached diagrams.

# 2. Architectural Requirements

- a. The MDF shall be a minimum of 150 square feet with minimum clear lineal walls of at least 10 feet by 15 feet. The size of the MDF shall be coordinated with and approved by the City of San Antonio Information Technology Services Department during the design.
- b. All walls inside the MDF shall go to deck. When walls are drywall they shall be double layered drywall on both sides to help reduce the risk of unauthorized entry.
- c. The MDF Room shall be centrally located.
- d. The floor finish shall be sealed bare concrete or VCT.
- e. The MDF shall not contain windows.
- f. The MDF shall not be located adjacent to or below restrooms or other water-based facilities, or sources of EMI and mechanical vibration.
- g. All walls shall be covered with 4-feet x 8-feet x %-inch AC Grade Void Free Fire Retardant Plywood, aligned vertically starting at 12 inches above the finished floor. The plywood shall be installed with the "A" grade side exposed and the "C" grade side against the building or structure. The plywood shall be painted with two coats of fire retardant paint and one stamp from each sheet shall be masked during the painting and uncovered after the paint has dried so the fire rated plywood stamps are visible for inspection.

- h. The minimum ceiling height shall be 9-feet above finished floor with the following preferences of finishes.
  - 1) No ceiling is the preferred finish
  - 2) Hard ceiling is acceptable if leaving open to structure is not possible.
  - 3) The last alternative is a lift-out ceiling. If a lift-out ceiling tile is required this shall be coordinated and approved by the City of San Antonio Information Technology Services Department during the design process. If this option is approved it is recommended the ceiling height inside the MDF room be higher than the ceiling height in the corridor outside the MDF so the cables entering into the MDF do not have to pass through the lift-out ceiling inside the MDF room.
- i. Entry to the space shall be through a minimum 36-inch by 80-inch clear door opening that swings outward. Door shall be solid core or steel and shall not have any windows. The door shall securely lock and access shall only be by City of San Antonio Information Technology Services Department-approved personnel. The door shall open to an interior hallway or space; it is not recommended the door open to the exterior of the building.
- j. The MDF door shall be equipped with a minimum of a City of San Antonio Information Technology Services Department approved cipher lock. When an access control security system is available, the entrance to the MDF shall be equipped with a card reader and electrified door hardware.
- k. Fire suppression for the MDF shall be determined by the specific code requirements for the fire protection scheme of the overall building. If a fire suppression system is designed, it shall be designed to avoid running distribution over the MDF equipment cabinets, racks and equipment.

## 3. HVAC Requirements

- a. The MDF shall be serviced by a dedicated unit that is part of the building's main system and be equipped with a Split DX system through the wall above the door which cools only when the building HVAC is inadequate or not running. The unit shall maintain a constant 24/7 cooled environment between 68° and 77° F with relative humidity of 40% - 55%.
- b. Changes in temperature and humidity shall be kept to around 1 percent.
- c. The minimum HVAC load shall be designed to displace 12KW of power, or

- 3.5 Tons, and shall be coordinated with the City of San Antonio Information Technology Services Department during the design and designed to load if the known load is greater at the time of design.
- d. It is recommended the MDF maintain the stated temperature and humidity in the event of building power outages or primary HVAC system failure.
- e. Air delivery shall be aligned in the front of the equipment rows and returns at the rear of the equipment rows when possible.
- f. HVAC sensors and controls shall be located in the MDF at 5-ft AFF.
- g. A hard-wired wall mounted thermostat shall be located inside the MDF Room.
- h. HVAC systems shall be alarmed for power loss, high and low temperature, high and low humidity, smoke detection, compression failures and water flooding.
- A simplex data drop shall be installed within 12 inches of the unit so it can be incorporated into the Building Automation System (BAS).
- j. Must include a humidity control system.

# 4. Lighting Requirements

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

# 5. Power Requirements

- All electrical service outlets shall be labeled with the associated panel and circuit information.
- b. Power shall be in two categories: dedicated and convenience.
- c. Dedicated

- The MDF shall be equipped with a minimum of (2) dedicated 208 VAC 20 amp electrical circuits terminated in separate J- boxes and (1) dedicated 120 VAC 20 Amp circuit mounted above each equipment cabinet or rack.
  - a) The (2) 208 VAC J-boxes shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA L6-20R receptacle on the end.
  - b) The (1) 120 VAC J-box shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA 5-20R receptacle on the end.
  - c) The originating electrical panel shall be properly sized for the loads calculated and shall be located in the nearest Electrical Room.
- Additional power circuits to be allocated to security, paging CATV, and service provider equipment shall be considered and coordinated at the time of building design.
- Power distribution to the cabinets shall be achieved by installing rack mounted PDUs.

### d. Convenience

- The MDF shall be equipped with 120 volt 20 Amp duplex NEMA 5-20R receptacles, with maximum (3) receptacles on each circuit. The originating electrical panel shall be equipped with a 20 Amp breaker per circuit.
- 2) A duplex receptacle shall be spaced at least 1 foot from an adjacent wall and every 6 feet thereafter. A minimum of (1) duplex receptacle shall be placed in each wall and be flush mounted to the finished wall surface at 18 inches above finished floor.
- 6. Equipment Cabinets / Racks and Cable Management Requirements
  - a. The MDF shall be equipped with a minimum (2) equipment cabinets or equipment racks. Coordination with and approval by City of San Antonio Information Technology Services Department during the design is required to determine with equipment cabinets or equipment racks shall be utilized.

- b. The MDF shall be equipped with cable runway encircling the room at 84-86 inches above the finished floor, and crossing the room above the equipment cabinets or racks (1) time.
  - Cable runway shall not be secured to the top of the equipment cabinets.
  - A vertical section of cable runway shall be attached to the wall board to manage backbone and service provider cables as they transition from the entrance conduits to the overhead cable runway.

# B. Intermediate Distribution Frame (IDF)

## 1. Description

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

# 2. Architectural Requirements

a. The IDF shall be a minimum of 100 square feet with minimum clear lineal

wall lengths of at least 10 feet by 10 feet.

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

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

## 3. HVAC Requirements

- a. The IOF shall be serviced by a dedicated unit that is part of the building's main system and be equipped with Split DX system through the wall above the door which cools only when the building HVAC is inadequate or not running. The unit shall maintain a constant 24/7 cooled environment between 68° and 77° F with relative humidity of 40% - 55%.
- b. Changes in temperature and humidity shall be kept to around 1 percent.
- c. The minimum HVAC load shall be designed to displace 4KW of power, or 1 Ton, and shall be coordinate with the City of San Antonio Information technology Services Department and designed to load if the load is greater and known at the time of design.
- d. It is recommended that the IDF maintain the stated temperature and humidity in the event of building power outages or primary HVAC system failure.
- e. Air delivery shall be aligned in the front of the equipment rows and returns at the rear of the equipment rows.
- f. HVAC sensors and controls shall be located in the IDF at 5-ft AFF.
- g. A hard-wired wall mounted thermostat shall be located inside the IDF Room.
- HVAC systems shall be alarmed for power loss, high and low temperature, high and low humidity, smoke detection, compression failures and water flooding.
- A simplex data drop shall be installed within 12 inches of the unit so it can be incorporated into the Building Automation System (BAS).

# 4. Lighting Requirements

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

# 5. Power Requirements

- All electrical service outlets shall be labeled with the associated panel and circuit information.
- b. Power for the IDF shall be in two categories: dedicated and convenience.

#### c. Dedicated

- The IDF shall be equipped with a minimum of (2) dedicated 208 VAC 20 amp electrical circuits terminated in separate J-boxes and (1) dedicated 120 VAC 20 Amp circuit mounted above each equipment cabinet or rack.
  - a) The (2) 208 VAC J-boxes shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA L6-20 R receptacle on the end.
  - b) The (1) 120 VAC J-box shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA 5-20 R receptacle on the end.
  - c) The originating electrical panel shall be properly sized for the loads calculated and shall be located in the nearest Electrical Room.
- Additional power circuits to be allocated to security, paging, and service provider equipment shall be considered and coordinated at the time of building design.

 Power distribution to the cabinets shall be achieved by installing rack mounted PDUs.

#### d. Convenience

- The IDF shall be equipped with 20 Amp duplex NEMA 5-20R receptacles, with maximum (3) receptacles on each circuit. The originating electrical panel shall be equipped with a 20 Amp breaker per circuit.
- 2) A duplex receptacle shall be spaced at least 1 foot from an adjacent wall and every 6 feet thereafter. A minimum of (1) duplex receptacle shall be placed in each wall and be flush mounted to the finished wall surface at 18 inches above finished
- 6. Equipment Cabinets / Racks and Cable Management Requirements
  - a. The IDF shall be equipped with a minimum (2) equipment cabinets or equipment racks. Coordination with and approval by City of San Antonio Information Technology Services Department during the design is required to determine with equipment cabinets or equipment racks shall be utilized.
  - b. The IDF shall be equipped with cable runway encircling the room at 84-86 inches above the finished floor, and crossing the room above the equipment cabinets or racks (1) time.
    - 1) Cable runway shall not attach to the top of the equipment cabinets.
    - A vertical section of cable runway shall be attached to the wall board to manage backbone and service provider cables as they transition from the entrance conduits to the overhead cable runway.

### 7.2 Entrance Pathways and Conduits

### A. Design Principles

- Pathways and conduits are described herein with regard to capacity, function, and basic design principles and shall be designed by the MEP in accordance with NEC and EIA/TIA-758, Customer-Owned Outside Plant Telecommunications Cabling.
- 2. Telecommunications Conduit Systems shall:
  - a. Be Schedule 80 when placed under ground.

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

types and load ratings (i.e., traffic bearing) are observed and utilized based on the location of the pull boxes.

- j. Stub up into the MDF and/or IDF at 4-inches above the finished floor, no more than 2 inches from the finished wall and installed parallel to the finished wall.
- k. Contain a marked pulling tape with 1800 lbs tension strength, be fitted with bushings, and sealed appropriately at both ends.

## B. City of San Antonio - Right of Way Conduits

- Minimum of (3) 4-inch conduits shall route between hand-holes located in the City of San Antonio rights of Way.
- All covers of any manholes or hand holes that are related to City of San Antonio infrastructure shall be stenciled with "COSA COMMUNICATIONS". This applies to any infrastructure placed to serve City of San Antonio properties.
- Manholes and pull boxes shall be utilized as required for an ANSI, TIA and BICSI
  compliant conduit distribution system. The conduit, pull boxes/manholes sizing and
  construction shall be coordinated with the City of San Antonio Information
  Technology Service Department and the applicable service provider on a project by
  project basis.

### C. Facility Service Provider Conduits

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

## D. Campus Serving Conduits

 Minimum of (2) 4-inch conduits shall route underground from the MDF to the IDF on the first floor of each additional building on the campus. Additional conduits shall be added as required if fill capacity exceeds 40 percent.

- Manholes and pull boxes shall be utilized as required for an ANSI, TIA and BICSI
  compliant conduit distribution system. The conduit, pull boxes/manholes sizing and
  construction shall be coordinated with the City of San Antonio Information
  Technology Service Department and the applicable service provider on a project
  by project basis.
- Where only the first building of a campus is being designed, (2) 4-inch conduits for each additional future building shall route from the MDF to an adequately-sized manhole or pull box at least 30 feet from the building edge.

## E. Building Entrance for Large Campus

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

## 7.3 Cable Management In Telecommunications Spaces

# A. Equipment Cabinets / Equipment Racks

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

### B. Overhead Cable Management

- Overhead Cable Management shall be a Universal Cable Runway made of 3/8" x 1-1/2" x .065" wall rectangular steel tubing with cross members welded at 12-inch intervals.
  - a. MDFs shall be provided with a minimum of 18-inch wide Universal Cable Runway.

- IDFs shall be provided with a minimum of 12-inch wide Universal Cable Runway.
- c. Universal Cable Runway shall encircle the MDF or IDF room at 84-86 inches above the finished floor, and crossing the room above the equipment cabinets or racks (1) time.
- d. The appropriate Radius Drop shall be installed over the racks or cabinets to provide the proper support for the cabling leaving the Runway and entering the rack/cabinet.
- e. Universal Cable Runway shall be installed utilizing appropriate hardware to support, join, or attach sections to structures, and shall be supported at a minimum of 5 foot intervals.
- f. A vertical section of cable runway shall be attached to the wall board to manage backbone and service provider cables as they transition from the entrance conduits to the overhead cable runway.
- g. Universal Cable Runway shall not attach to the full sized equipment cabinets.

# 7.4 Cable Support in Pathways

### A. Main Cable Pathway

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

## f. Horizontal Security

### B. Sleeves and Penetrations

- Sleeves and penetrations are described herein with regard to capacity, function, and basic design principles and shall be designed in accordance with NEC and EIA/TIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces.
- 2. All sleeves shall be equipped with nylon bushings.
- 3. All sleeves and penetrations shall be properly fire-stopped to meet local code and to return the wall, floor or structure, back to its original rating.
- 4. Scale the quantity of sleeves to maintain a 40 percent fill ratio in each sleeve.
- Above MDF and IDFs install minimum of (4) 4-inch EMT sleeves through the partition wall between the MDF and/or IDF overhead space and the main cabling pathway.
- Between directly aligned vertically stacked MDF and IDFs install minimum of (3) 4" EMT sleeves through the floor of the upper IDF.
- 7. Between skewed MDF and IDFs on adjacent floors, install minimum of (3) 4" EMT sleeves through the floor of the upper IDF into the accessible ceiling space below and utilize main cabling pathway to route cabling into the IDF or MDF on the lower floor.

### C. Workstation Rough-ins and local power (Typ.)

- At each flush wall-mounted workstation location, install a 4 11/16 inch by 4 11/16 inch by 2-1/8 inch double-gang back box with double-gang mud ring at 18 inches above the finished floor and at appropriate height for wall mounted phones and above-counter and millwork locations.
  - a. Install a minimum of (1) 1-inch conduit from the double-gang box to above accessible ceiling in the room where double-gang box is located. If ceiling is not accessible, install conduit to nearest accessible ceiling.
  - b. Conduit shall not exceed the 40 percent fill ratio.
  - c. Terminate the conduit above accessible ceiling and install nylon bushing and pull string.

- Conduit shall be installed in accordance with EIA!flA-569-B, contain no more than the equivalent of (2) 90 degree bends and/or 98.4 feet between pull boxes, and maintain a bend radius of 6 times the diameter of the conduit.
- At locations where the workstation outlets cannot be installed flush in the wall, a Panduit Surface Mounted Raceway that is appropriately sized and designed to meet the specific requirements shall be provided.
  - a. When power is provided in the surface mounted raceway a dual- channel surface mounted raceway shall be provided to separate the power from the structured cabling.
  - b. The use of surface mounted raceway shall only be considered when no option is available to install the workstation outlets flush in the wall and shall be approved by the City of San Antonio Information Technology Service Department during the design or prior to installation.
- At floor-mounted workstation locations, install a floor box or poke-thru specifically designed for the application and environment adequately sized to accommodate the quantity of installed horizontal data cables.
  - a. Install a minimum of a (1) 1-inch conduit for every (6) cables from the floor box to above accessible ceiling.
  - b. Conduit shall not exceed the 40 percent fill ratio.
- For modular furniture workstations, a rough-in pathway shall be considered and designed according to the furniture type, quantity of cables, and location as required for each furniture system.
  - a. The use of power poles shall be considered only on a case-by-case basis.
- For ceiling-mounted outlets above accessible ceiling such as Wireless Access Points or IP Cameras, no rough-in is required. The data cable will terminate into a surface-mount box secured to the structure above the accessible ceiling.
- 6. The electrical engineer shall design at a minimum (1) quad NEMA 5- 15R receptacle within 12" of each workstation outlet location.

## 7.5 Backbone Cabling

## A. Service Provider Demarcation point

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

### B. Inter-building Backbone Cabling (Campus)

# 1. Permanent Structures

### a. Copper

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

### b. Fiber

- 1) Inter-building Backbone Fiber Optic Cabling shall be armored indoor/outdoor 48-Strand single mode home run from the MDF to the primary IDF in each of the buildings on the campus and dressed with fanout kits as required. Provide a 10-foot service loop at both ends of each cable stored on the wall above or below the cable runway. Provide a 20-foot service loop in each manhole or pull box. Cables shall be secured with Hook-and-loop tie-wraps in the MDF or IDF.
- 2) All fiber optic terminations shall be fusion spliced to factory provided "pigtail" LC terminated cables.

## C. Intra-building Backbone Cabling

# 1. Copper

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

### 2. Fiber

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

# 7.6 Horizontal Cabling

## A. Workstation Cable

 Horizontal Data Cabling shall be Category 6 UTP, minimum factory sweep tested to 350 MHz, plenum rated, installed from the patch panel in the MDF or IDF to the workstation location not to exceed 295 feet for the permanent link. Provide a 10'

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

## B. Workstation Configurations

### 1. Office Workstation

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

### 2. Ceiling-Mounted Projector Outlet

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

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

# 3. Audio Visual Control System (Control Panel)

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

## 4. Wireless Access Point Outlet

- a. Install (1) white Category 6 cable with 20-foot slack loop at each wireless access point location, terminated with a white Category 6 modular jack placed in a surface mounted box and secured to the building structure when mounted above the accessible ceiling.
  - When a Wireless Access Point outlet is installed above the accessible ceiling, a white adhesive dot shall be attached to the ceiling grid directly below the outlet location for future identification of the outlet location.
  - When an accessible ceiling is not available, the outlet for the wireless access point shall be terminated in a 2-port single gang flush mounted faceplate located 6-inches below ceiling not to exceed 12-feet above finished floor.

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

### 5. IP Camera Outlet

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

### C. Patch Cables

### 1. MDF

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

### b. Copper Patch Cables

- In the MDF, furnish to the City of San Antonio Information Technology Services Department at the time of final substantial completion (1) 28 AWG Category 6 modular non-booted patch cable plus 25 percent spare for each terminated cable.
- 2) Coordinate with City of San Antonio Information Technology Services

Department for lengths of patch cables.

- a) Category 6 patch cables for each end user workstation outlet terminated shall be black.
- b) Category 6 patch cable for each audio/visual outlet terminated shall be purple.
- c) Category 6 patch cable for each wireless access outlet terminated shall be white.
- d) Category 6 patch cable for each IP camera outlet terminated shall be red.

#### 2. IDF

# a. Fiber Patch Cables - Duplex

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

## b. Copper Patch Cables

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

be white.

 e) Category 6 patch cable for each IP camera outlet terminated shall be red.

# 7.7 Grounding

- A. Grounding shall be designed and installed in accordance with ANSI-J-STD- 607-8.
  - 1. Install (1) Telecommunications Main Grounding Busbar (TMGB) in the MDF and (1) Telecommunications Grounding Busbar (TGB) in each IDF.
    - a. The TMGB and TGB shall be labeled.
  - Install a Telecommunications Bonding Backbone (TBS), #3/0 AWG stranded green insulated copper conductor in a star topology between the TMGB and each TGB in each building. When IDFs are stacked a single TBB can be daisychained between TGBs back to the TMGB.
  - Install an Equipment Bonding Conductor (EBC), #6 AWG green insulated conductor from the TMGB or TGB as applicable to each cable runway system, equipment rack, cabinet, lightning protector, or multi- pair cable with a metallic element.
    - a. Install a #3/0 AWG stranded green insulated copper conductor from the TMGB to the main building electrical service ground in each building.
    - b. In a metal frame (structural steel) building, where the steel framework is readily accessible within or external to the room; each TGB and TMGB shall be bonded to the vertical steel metal frame using a minimum #6 AWG conductor. The connection to building steel does not eliminate the requirement for the TBB or BC to the service ground.
  - Install a Grounding Equalizer Conductor, #3/0 AWG stranded green insulted copper conductor to interconnect multiple TBBs on the top floor and every 3rd floor when required by ANSI J-STD-607-B.
  - 5. When exceeding 13 feet the conductors shall be sized at 2 kcmil per linear foot of conductor length up to a maximum of 3/0 AWG.

## 7.8 Labeling

 Coordination with and approval by the City of San Antonio Information Technology Services Department is required on the specific site labeling schema.

- 2. All labels shall be typed (not handwritten)
- Verify room numbers and confirm the final room numbering scheme prior to generating labels.
- Horizontal Cables shall be labeled within 12 inches from the termination point inside the MDF/IDF.
- Horizontal Cables shall be labeled within 6 inches from the termination point at the workstation end.
- Backbone Fiber and Copper Cables shall be labeled within 12 inches of the visible end of the jacket.
- Fiber Innerduct shall be labeled within 12 inches of the point of entry of the fiber optic enclosure.
- 8. Cables shall be labeled identically at both ends.
- 9. MDFs and IDFs Room shall be labeled (signage) with the permanent room designations that match the final building signage for cable labeling.
- 10. Equipment cabinets or racks in each MDF or IDF shall be labeled in sequential numeric order. Labels shall be centered on the top front of the equipment rack.
- Fiber optic backbone cable labels shall contain the cable origin room number, the cable destination room number, fiber strand numbers, and type (i.e. MDFA150-IDFC126-48SM001-048).
- 12. Fiber optic enclosures shall be labeled alpha-numeric starting with the 1st fiber optic enclosure in the top of the 1st equipment rack. A label for each terminated strand shall be securely placed inside each fiber optic enclosure.
- 13. Fiber optic couplers panels in fiber enclosures shall be labeled at each end by strand denoting MDF and/or IDF the cable comes from, and strand number to and from respectively (i.e. 1 DFC126-48SM001-048).
- Copper backbone cables labels shall contain the cable origin room number, the cable destination room number, and cable pairs (i.e. MDFA 150-IDFC126/001-025).
- 15. Horizontal cables shall be labeled identically at each end with the destination end and origin room number, patch panel number, and port number. (i.e. 1 DFC126-C115-B5).

1 ... 7. . . . . .

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

## 7.9 Testing

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

### 7.10 As-Built Documentation

A. Produce drawings depicting the condition of the Structured Cabling System as installed produced in AutoCAD 2010 or higher and provided in hardcopy, electronically in .DWG and .PDF format. Include the exact dimensions and locations of MDF and IDF layouts, wall elevations, equipment cabinet elevations, cable runways, cable tray, sleeves, backbone and horizontal cable pathways, workstation locations, and numbering and labeling scheme.

- B. A half-size hard copy of the as-built drawings for the applicable region served by the MDF and/or IDFs shall be provided in MDF and each IDF for reference.
- C. Produce cable records for the Structured Cabling System as installed to include a list of all horizontal and backbone cables produced in an Excel format and provided in hardcopy and electronic format indicating cable number, unique cable label, cable type, origin and destination, length, termination method, and pass/fail result.
- D. Produce (3) hard copies of all test results for each cable, to include technician's name and date stamp, a list of tested cables, and the individual results for each cable tested. Test results shall be furnished on CD ROM to include native file format and .PDF format.

### PART 8 - SUMMARY OF STANDARDS

## 8.0 Summary

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

### **PART 9 - EXHIBITS**

## EXHIBIT 1 - ACCEPTABLE MANUFACTURERS / PRODUCTS

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

2	) Chromatic
3	) Commscope
4	) Corning
5	) Systimax
2. Outdoor	Underground
a. 9/1	25μm Indoor/Outdoor Single-Mode Armored
1	) Panduit
2	) Chromatic
3	) Commscope
4	) Corning
5	) Systimax
3. Outdoor	Aerial
a. 9/1	25µm Indoor/Outdoor Single-Mode Armored
1	) Panduit
2	) Chromatic
3	) Commscope
4	) Corning
5	) Systimax
4. Fiber Op	tic Fabric Innerduct
a. Ind	oor Plenum Rated
1	) MaxCell
b. Out	tdoor

1) MaxCell D. Copper Backbone Cable 1. Indoor a. Category 3 24 AWG Unshielded Twisted Pair (UTP) Plenum (White Sheath) 1) General 2) Mohawk 3) Superior 4) Systimax 2. Outdoor Underground a. Category 3 24 AWG Unshielded Twisted Pair (UTP) Flooded (PE-89) 1) General 2) Mohawk 3) Superior 4) Systimax 3. Outdoor Aerial a. 24 AWG Unshielded Twisted Pair (UTP) Self-Supported 1) General 2) Mohawk 3) Superior

# E. Horizontal Cable

1. Category 6 UTP Plenum (Minimum 350 MHz)

4) Systimax

- a. Network Access (Yellow Sheath)
  - 1) General
  - 2) Panduit
- b. Wireless Access Points (White Sheath)
  - 1) General
  - 2) Panduit
- c. AV Access (Purple Sheath)
  - 1) General
  - 2) Panduit
- d. IP Security (Red Sheath)
  - 1) General
  - 2) Panduit
- F. Fiber Optic Cable Termination
  - 1. Fiber Enclosure
    - a. Panduit Opticom Rack Mount Fiber Enclosure Part No. FRMEXX
  - 2. 9µm Single-Mode Fiber Coupler Panel
    - a. 9µm Panduit Opticom LC Fiber Adapter Panel Part No. FAP6WBUDLCZ
  - 3. Fiber Blank Panel
    - a. Panduit Opticom Blank Fiber Adapter Panel Part No. FAPB
  - 4. 9µm Single-Mode LC Pigtails
    - Panduit Opti-Core OS1/OS2 Single-Mode Fiber Optic Pigtails (LC to Pigtail) Part No. F9B10-NM1Y

- 5. Loose Tube Fiber Fan-Out Kit
  - a. Panduit
- G. Copper Cable Termination
  - 1. Building Entrance Terminals
    - a. Primary Copper Protectors
      - 1) Circa 50-Pair 110 Style Lightning Protection Block
      - 2) Solid State Digital Series Surge Protection Modules
  - 2. Backbone Cable Termination Panels
    - a. Rack Mounted Voice Patch Panels
      - 1) Panduit Voice Patch Panel Part No. VP24382TV25Y
  - 3. Category 6 Horizontal Rack Mounted Patch Panels
    - Category 6 48-Port Patch Panels Panduit Mini-Com Flush Mount Modular Patch Panels - Part No. CPP48FMWBLY
  - 4. Category 6 Modular Jacks
    - a. Network Access
      - 1) Equipment Room/Telecommunications Room End (Black)
        - a) Panduit Mini-com TX6 Plus UTP Jack Modules Part No. CJ688TGBL
      - 2) Field End (Ivory)
        - a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGEI
    - b. Wireless Access Points
      - 1) Equipment Room/Telecommunications Room End (White)
        - a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGWH

- 2) Field End (White)
  - a. Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGWH
- c. AV Access (Violet)
  - 1) Equipment Room/Telecommunications Room End (Violet)
    - a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGVL
  - 2) Field End (Violet)
    - a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGVL
- d. IP Security
  - 1) Equipment Room Telecommunications Room End (Red)
    - a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGRD
  - 2) Field End (Red)
    - a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGRD
- 5. Telecommunications Faceplates with Designation Window
  - a. 2-Port Single Gang Flush (Stainless Steel)
    - 1) Panduit Mini-Com Stainless Steel Faceplates with Labels Part No. CFPL2SY
  - b. 4-Port Single Gang Flush (Stainless Steel)
    - 1) Panduit Mini-Com Stainless Steel Faceplates with Labels Part No. CFPL4SY
  - c. 4-Port Double Gang Flush (Stainless Steel)
    - Panduit Mini-Com Stainless Steel Faceplates with Labels Part No. CFPL6S-2GY
- 6. Wall Phone Faceplate (Stainless Steel)
  - a. Panduit Phone Wall Plate Module Part No. KWP6PY
- 7. 2-Port Surface Mount Box (White)

- a. Panduit Mini-Com Surface Mount Box Part No. CBXJ2HW-A
- 8. Blank Insert (White)
  - a. Panduit Mini-Com Blank Module Part No. CMBWH-X
- H. Equipment Racks, Cabinets, Wire Management, and Accessories
  - 1. Two-Post Rack 19" x 84" Open Frame (Black)
    - a. Panduit Part No. CMR19x84NU
  - 2. Four-Post Open Frame Rack 23 .3" x 84" x 30 .2" (Black)
    - a. Panduit Part No. CMR4P84
  - 3. Equipment Cabinet (Black)
    - a. Chatsworth F-Series TeraFrame Gen 3 Cabinet Part No. FF2J-113B- C22A
    - b. Chatsworth CUBE-iT Wall-Mounted Cabinet 48" H X 24" W X 30" D Black Part No. 11996-748
    - c. Chatsworth Thin-Line II Wall-Mounted Cabinet 36" H X 26" W X 12" D 6U Part No. 13050-723
  - 4. Vertical Wire Managers (Black)
    - Patch Runner Double Sided Vertical Cable Management System Panduit Part No. PRV6
    - b. Patch Runner Vertical Cable Management Door Panduit Part No. PRD6
    - Chatsworth F-Series TeraFrame Gen 3 Finger Cable Manager—Part No. 39112-C14
  - 5. Horizontal Wire Managers (Black)
    - Net Manager Double Sided High Capacity Horizontal Cable Mangers Panduit -Part No. NCMH2

- I. Cable Runway (Ladder Type)
  - 1. 12" Universal Cable Runway
    - a. Chatsworth Part No. 10250-712
  - 2. 12" Cable Runway Radius Drop, Cross Member
    - a. Chatsworth Part No. 12100-712
  - 3. 12" Cable Runway Radius Drop, Stringer
    - a. Chatsworth Part No. 12101-712
  - 4. 18" Universal Cable Runway
    - a. Chatsworth Part No. 10250-718
  - 5. 18" Cable Runway Radius Drop, Cross Member
    - a. Chatsworth Part No. 12100-718
  - 6. 18" Cable Runway Radius Drop, Stringer
    - a. Chatsworth Part No. 12101-718
  - 7. Cable Runway Butt-Splice Kit
    - a. Chatsworth Part No. 11301-701
  - 8. Cable Runway Junction-Splice Kit
    - a. Chatsworth Part No. 11302-701
  - 9. Cable Runway Butt-Swivel Splice Kit
    - a. Chatsworth Part No. 10487-701
  - 10. Rack-to-Runway Mounting Kit
    - a. Chatsworth Part No. 10595-712

- 11. Cable Runway Elevation Kit for Racks
  - a. Chatsworth Part No. 10506-706
- 12. Cable Runway Elevation Kit for Cabinets
  - a. Chatsworth Part No. 10506-716
- 13. 12" Triangular Support Bracket, Aluminum
  - a. Chatsworth Part No. 11312-712
- 14. 12" Wall Angle Support Kit, Cable Runway
  - a. Chatsworth Part No. 11421-712
- 15. 18" Triangular Support Bracket, Aluminum
  - a. Chatsworth Part No. 11312-718
- 16. 18" Wall Angle Support Kit, Cable Runway
  - a. Chatsworth Part No. 11421-718
- 17. 90 Degree Runway-Splice Kit
  - a. Chatsworth Part No. 11314-701
- 18. 45 Degree Runway-Splice Kit
  - a. Chatsworth Part No. 11313-712
- 19. Foot Kit, Cable Runway
  - a. Chatsworth Part No. 11309-001
- 20. Vertical Wall Brackets (pair)
  - a. Chatsworth Part No. 10608-701
- 21. Threaded Ceiling Kit, Cable Runway
  - a. Chatsworth Part No. 11310-001

- 22. Threaded Rod Cover
  - a. Chatsworth Part No. 11085-001
- 23. Protective End Caps for Cable Runway
  - a. Chatsworth Part No. 10642-001
- 24. End Closing Kit, Cable Runway
  - a. Chatsworth Part No. 11700-712
- J. Pathway Cable Support
  - 1. Panduit J-Mod Cable Support System
  - 2. Erica CADDY CAT LINKS J-Hook Series
  - 3. Panduit Plenum Rated Hook & Loop (Black)
- K. Grounding and Bonding
  - 1. Grounding Bus Bar, 20
    - a. Chatsworth Part No. 40153-020
  - 2. Grounding Bus Bar, 12"
    - a. Chatsworth Part No. 13622-012
  - 3. Cable Runway Ground Strap Kit
    - a. Chatsworth Part No. 40164-001
  - 4. One Mounting Hole Ground Terminal Block
    - a. Chatsworth Part No. 08009-001
  - 5. Horizontal Rack Ground Bar for Wall Mount Cabinet
    - a. Chatsworth Part No. 10610-019
  - 6. #6 AWG Solid Green Insulation Ground Wire

- a. Superior Essex Part No. 12-018-04
- 7. #3/0 Stranded Green Insulation Ground Wire
- 8. Cable Sheath Bonding Clamp

## L. Labeling

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

## M. Fire Stop

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

## N. Plywood

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

- O. Fire Retardant Paint (White)
- P. Fiber Patch Cables
  - 1. Panduit
  - 2. Corning
- Q. Copper Patch Cables
  - 1. Panduit

# **EXHIBIT 2 - TYPICAL DETAILS**

#### SECTION 7 - CLEANING AND PREVENTATIVE MAINTENANCE REQUIREMENTS

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

# Daily:

Sweep and mop floors;

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

#### Weekly:

Empty and sanitize all ice bins;

Clean all refrigerated fan guards;

Clean fryer coils;

Clean coffee machines form mineral build-up;

Check all air vents and remove dust build-up;

# Monthly:

Empty cooking oil tallow bins into vat;

Perform pest control throughout lease space;

Perform "Liquid Wastewater Treatment" for all drain lines (sinks, mop sinks, floor drains, etc.);

Clean exhaust goods and remove and power wash all exhaust filters;

#### Quarterly:

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

#### Semi-Annually:

Clean interior of exhaust hood and vents from hood to roof:

Perform hydro jet and auguring of sewer lines up to the City tie-ins;

Inspect fire suppression equipment above all grills and stove;

Inspect annual fire suppression system;

#### Annually:

Inspect all fire extinguishers;

Backflow Prevention Device must be inspected per San Antonio Water Systems requirements;

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

## SECTION 8 - WILDLIFE CONCERNS

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

If you have any questions or concerns, please contact the Airport Wildlife Biologist at (210) 207-1663 or <a href="mailto:marcus.machemehl@sanantonio.gov">marcus.machemehl@sanantonio.gov</a>.

#### SECTION 6 - CONCESSION SIGNAGE CRITERIA

# 6.1. Scope

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

# 6.2. Applicability

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

#### 6.3. Procedure

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

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

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

## 6.4. General Rules

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

- All Tenant (including sub-tenant) signs must be of an informative nature. "For Sale," "For Lease," or "For Rent" signs are not permitted.
- Signs are not permitted on roof top or to be attached to structural room members
- All signs shall be surface mounted or recessed to a flush condition. Mounting conditions
  and heights within the Terminal may vary. Appearance of sign mounting locations
  conditions cannot be altered. Signs painted on any surface of a building are not
  permitted.
- Flashing, blinking, neon signs are not permitted.
- Altering of portals is not permitted.
- Portable signs are not permitted.
- Signs on doors and windows are not authorized except as permitted by this policy

- · Exposed mounting devices, crossovers, conduit or raceways are not permitted
- All signs must meet safety standards. All illuminated signs must bear the Underwriters Laboratories, Inc. label and meet all local code requirements
- Signs of a promotional nature are not permitted except as permitted by this policy
- · Handwritten signs are not permitted.
- Signs not covered in this policy are not permitted.

# 6.5. Promotional Signs

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

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

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

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

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

#### 6.6. Miscellaneous Signs

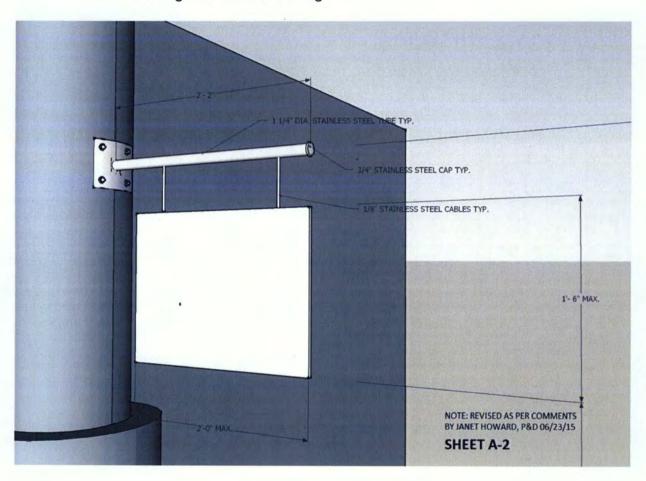
Signage on personnel doors within the Terminals must be approved by the SAAS. Personnel door may be marked as to the function (i.e., "Lost and Found"). These signs shall be installed per ADA requirement Size, color and font to be provided at a later date.

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

# 6.7. Blade Signs

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

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





# **GENERAL INFORMATION**

# SIGNAGE CONCEPT PROPOSAL INFORMATION SHEET

Date:
Tenant:
Tenant Representative:
Address:
Phone Number:
Fax Number:
Email:
SIGNAGE AND GRAPHICS
Promotional Materials and Temporary Displays: (attaching drawings and examples is encouraged)
Location:
Dates of Display:
Description of Display:
Description of Promotional Material Content (Color, Size, Etc.)
Permanent Signage: (attach drawings and specifications showing materials and locations) Reason and Justification for Signage:

# Attachment "C"

#### **SECTION 510**

#### **EMERGENCY RESPONDER RADIO COVERAGE**

510.1 Radio Coverage. Except as otherwise provided, no person shall erect, construct, or modify any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for City of San Antonio public safety services including, but not limited to, police, fire, and public works departments. A certificate of occupancy may not be issued for any building or structure which fails to comply with this requirement.

The frequency range which must be supported shall be 800 MHz range or as otherwise established and required in writing by the City of San Antonio as being necessary for public safety purposes.

For the purposes of this code, adequate radio coverage shall include a minimum signal level of DAQ 3 (Delivered Audio Quality #) available in 95% of the area as agreed to be in the coverage acceptable test plan by the City of San Antonio and the radio system manufacturer prior to system testing.

510.2 Amplification System allowed. Buildings and structures shall be equipped with any of the following in order to achieve adequate radio coverage:

1.

A radiating cable system;

2.

An internal multiple system with FCC Type Accepted Bi-Directional UHF Amplifiers as needed to encompass the frequency range stated above or frequency range subsequently established by the city; or

3.

A system that has been approved by the City of San Antonio as being capable of providing amplification to meet this code requirement.

The system shall be capable of operating on an independent battery and/or generator system for a period of at least 12 hours without external power input. The battery system shall automatically charge

in the presence of external power input. There shall be no connectivity between the amplification system and fire alarm system.

510.3 Owner Responsibility. It shall be the responsibility of the owner of a building or structure which currently holds a certificate of occupancy or allows the building or structure to be used for any purpose other than construction to be in compliance with this chapter upon its effective date.

510.4 Inadequate Radio Coverage. Any building or structure which fails to support adequate radio coverage must have a plan acceptable to the San Antonio Fire Department within 90 days by the owner or their agent to address the inadequate radio coverage.

510.5 Acceptance Test Procedures. Acceptance testing for an in-building radio amplification system is required upon completion of installation of the system. It is the building owner's responsibility to have the radio system tested to ensure that two-way coverage on each floor of the building is a minimum of DAQ 3. Testing will be accomplished by a licensed third party contractor.

Each floor of the building shall be divided into a grid of approximately forty equal areas. A maximum of two nonadjacent areas will be allowed to fail the test. In the event that three of the areas fail the test, in order to be more statistically accurate, the floor may be divided into eighty equal areas. In such event, a maximum of four non-adjacent areas will be allowed to fail the test. After the eighty area tests, if the system continues to fail, the building owner shall repair, replace, alter, or upgrade the system altered to meet the DAQ 3 coverage requirement. Talk back testing from site to the San Antonio Fire Department Dispatch Center shall use a two watt portable transceiver with speaker/microphone and flexible antenna. A spot located approximately in the center of a grid area will be selected for the test, then the radio will be keyed to verify two-way communication to and from the outside of the building. Once the spot has been selected, use of another spot within the grid area will not be permitted. Field strength testing instruments are to be of the frequency selective type incorporating a flexible antenna similar to the ones used on the hand held transceivers and also recently calibrated (within 12 months).

The gain values of all amplifiers shall be measured and the results kept on file with the building owner so that the measurements can be verified each year during the annual tests. In the event that the measurement results become lost, the building owner will be required to rerun the acceptance test to reestablish the gain values.

510.6 Annual tests. When an in-building radio system is installed, the building owner shall test all active components of the system including, but not limited to, the amplifier, the power supplies, and back-up batteries, a minimum of once every 12 months. Amplifiers shall be tested to ensure that the gain is the same as it was upon initial installations and acceptance. Back-up batteries and power supplies shall be tested under load for a period of one hour to verify that they will operate during an actual power outage. All other active components shall be checked to determine that they are operating within the manufacturers' specifications for the intended purpose.

510.7 Five Year Test. In addition to the annual test, the building owner shall perform a radio coverage test a minimum of once every five years to ensure that the radio system continues to meet the requirements of the original acceptance. The procedure set forth above shall apply to such tests.

510.8 Qualifications of testing personnel. All tests shall be conducted, documented, and signed by a person in possession of a current FCC general radiotelephone operator license. All test records shall be retained at the inspected premise by the building owner and a copy submitted to the San Antonio Fire Department within 30 days of when the test has been conducted. In the event the test shall fail to comply with the minimum requirements of the City, appropriate repairs shall be made and additional tests conducted until tests meet the minimum requirements of the City. Proof of current license shall be submitted along with third party testing.

510.9 Inspections. City personnel, after providing reasonable notice to the owner or their representative, shall have the right to enter onto the property to conduct field testing to be certain that the required level of radio coverage is present.

510.10 Property owner maintenance responsibilities. Upon completion of all tests to the minimum standards of the City, the property owner shall be responsible for maintenance of the system. A maintenance contract shall be provided to the San Antonio Fire Department with the name of the contractor, who will supply a 24-hour, seven-day emergency response within two hours after notification by either the City or property owner. The maintenance contract shall also contain information as to contact personnel with phone numbers. Property owners shall also submit information to the San Antonio Fire Department as to contact personnel with phone numbers for the property owner.

The property owner shall also be responsible for making any repairs, replacement or upgrades to the systems as directed by the San Antonio Fire Department, should the system fail or no longer work in the future.

510.11 Exemptions. This section shall not apply to buildings less than 50,000 square feet or any single-family detached residential dwelling or multifamily building or structure less than 50,000 square feet or any building under four stories with less than 50,000 square feet per floor.

510.12 Failure to comply. Failure to comply with this code shall be grounds for the Director of Development Services to revoke any previously issued Certificate of Occupancy for the building or structure. A written appeal may be taken to the Building-related and Fire Codes Appeals and Advisory Board regarding the revocation of the Certificate of Occupancy. A further appeal may be taken to the Mayor and City Council within seven days of the decision of the Building-related and Fire Codes Appeals and Advisory Board by filing a petition with the City Clerk.

# Attachment "D"

#### EXHIBIT D

#### DAS SYSTEM UPTIME AND PERFORMANCE CRITERIA

### 1. System Uptime Requirement

Notwithstanding the Alarm Priority and Resolution Times Matrix set forth in Section 2 below, Verizon Wireless commits to having all DAS equipment located in the head-end rooms (as defined in the final design and located on the as-built documents) and each zone operational for use by the Carriers at least 99.99% of the time [0.9999 x 24 hours/day x 365 days/year (and 366 days per leap year)]. All "Critical" and "Major" Alarm Priorities as defined below will count against the uptime requirement. Verizon Wireless will use existing City access procedures, practices, and contact points to gain timely access to all telecom room closets and other locations at the Facility where DAS equipment and infrastructure is installed, as needed, and comply with the Alarm Notification and Resolution Times Matrix set forth in Section 2 below.

### 2. Fault Mitigation, Monitoring and Repair

Verizon Wireless or Contractor will maintain a twenty-four (24) hour per day, seven (7) day per week, three hundred sixty- five (365) day per year (and 366 days per leap year) DAS monitoring center and fault notification primary phone number and on-call escalation contact list that is updated at minimum monthly for the purpose of receiving notification of faults or alarms from the DAS system and/or the City. Contractor shall provide and maintain an equipment monitoring and alerting system through which the DAS will be remotely monitored by Verizon Wireless or Contractor personnel using software housed on Contractor's dedicated computer(s) that is connected via an "always on" reliable connection to the head-end equipment. Verizon Wireless must provide suitable telephone service (minimum DSL or higher bandwidth) for its equipment and Verizon Wireless monitoring systems to accommodate remote monitoring of the DAS. Verizon Wireless will provide the City with a person and that person's point of contact (POC) for addressing any issues, items, concerns, or questions related to any technical, operational, support, vendor or aspect related to the DAS system. These contacts will respond to all questions and/or concerns from the City regarding these or topics addressed through this communications channel.

Verizon Wireless acknowledges and agrees that the fault notification, mitigation and times specified to repair of any service impacting Outages are material terms of the Agreement. Verizon Wireless and Contractor will perform the repairs as expeditiously as possible. Upon receipt of a fault or alarm notification, Contractor will perform an initial remote diagnosis within fifteen (15) minutes of the fault or alarm notification and determine the Alarm Priority according to the Alarm Priority Definitions and Alarm Notification and Resolution Times Matrix set forth in this document. If the Contractor cannot promptly clear the fault or alarm notification within one (1) hour, then Contractor will dispatch trained repair staff to the site. The purpose of which will be to expedite the repair process and to eliminate obvious faults, such as AC power source faults, inadvertently disconnected cables, or similar faults. Upon confirmation of a maintenance related problem, Contractor will contact all CMRS Carrier personnel requiring notification. In cases requiring repairs that will involve any disruption to service, a minimum notice period of two (2) hours will be provided to all CMRS Carrier personnel requiring notification. If a fault requires on-site maintenance action or troubleshooting, Contractor will respond according to the

alarm priority identified by the equipment vendor monitoring systems in the time set forth in the following response matrix:

**Alarm Priority** 

Alarm Level	Network Condition	Call Impact	Head End and/or All RUs	More than 20% of all antennas in a single Zone	More than 20% of total RUs in DAS	Single RU
1	Out of service Emergency condition Complete loss	Loss	Critical	Critical	Critical	Major
2	Major degradation	Possible loss	Critical	Critical	Major	Minor
3	Minor degradation	Degraded	Minor	Minor	Minor	Minor

#### DEFINITIONS

#### Critical:

CMRS Carriers' ability to conduct business or provide service over the DAS has stopped. Critical problems will be worked on a 24 X 7 basis until resolved. CMRS Carriers will designate a contact to be available on a 24 X 7 basis to assess alternative solutions and finalize problem resolution verification.

Examples: Complete DAS outage, multiple main hub failures, power failures, interface RF failure, inter-building fiber failure. Such failures will affect multiple CMRS Carriers.

### Major:

Service is seriously degraded for more than one CMRS Carrier, but the CMRS Carriers can continue operation via a workaround or incremental resource for a short period of time before business stops. Major problems will be worked during regular local business hours by production support groups.

Examples: Partial DAS outage caused by single main hub failure, multiple expansion hub failures, partial power outage, etc.

#### Minor:

Service is lost by a single end-user or small number of end-users of a CMRS Carriers' network, affecting significant business functionality. Problems or incidents where a workaround exists or can be developed with a small amount of incremental resources. Problem or incident where single users of a CMRS Carriers' network can operate some of the system activities normally, but a definite problem is identified. Minor problems will be worked during regular local business hours.

Examples: UPS alarms, single antenna lost, a system that goes to battery backup, or other non-service affecting alarms.

**Alarm Notification and Resolution Times Matrix** 

Priority Level	Notification (after alarm received and priority identified)	On Site Arrival Time (estimated)	Restoration time (after alarm received)
Critical	< 15 minutes  Hourly updates	<1 hours	<8 hours
Major	<15 minutes Updated every 4 Hours	<4 hours	<12 hours
Minor	<1 hour  Daily updates	<24 hours	<48 hours

Contractor will arrive at the problem location within the applicable time interval in the above matrix. Within the time frames listed above following notification of a fault or alarm requiring a site visit, Contractor will call and email Verizon Wireless' designated representative to acknowledge having received notice of the fault, confirm the extent of the fault (Critical, Major, Minor or Warning), and advise Verizon Wireless' designated representative of Contractor's plan of action or actions taken to correct the fault. The third-party maintenance contractor will provide status updates via email to all CMRS Carrier personnel requiring notification pursuant to the list provided by the CMRS Carriers within the time frames listed above.

## 3. Spare Parts

Contractor will retain a sufficient inventory of replacement parts in the San Antonio, Texas area to replace faulty components in a timely manner. Contractor will provide a list of the parts being kept and those that are not along with a brief justification for either. This list shall be provided prior to the acceptance of the final design of the DAS system and must be updated in January of each subsequent year of the Term.

#### 4. Delays

The Parties acknowledge and agree that some repairs may require Facility access approval or other approvals and may result in delays beyond Verizon Wireless' or Contractor's control. Verizon Wireless will designate a point of contact for acquiring the required access permits and approvals.

### 5. Reports

Verizon Wireless will provide the City with monthly reports regarding all alarms, systems uptime, and systems performance criteria as outlined under this section. These reports can be provided electronically and the timeframe for delivery of each shall be on the 1<sup>st</sup> working day of every month.

		al report to the Cit etion and under this	

# Attachment "E"

# SAN ANTONIO INTERNATIONAL AIRPORT COMPLEX NEUTRAL-HOST DISTRIBUTED ANTENNA SYSTEM SUBLICENSE AGREEMENT

This San Antonio International Airport Complex Neutral-Host Distributed Antenna
System (DAS) Sublicense Agreement (the "Sublicense") is made as of the latter of the
signature dates below (the "Effective Date") by San Antonio MTA, L.P. d/b/a Verizon
Wireless ("Verizon Wireless") and ("Sublicensee"). Verizon
Wireless and Sublicensee may be individually referred to as a "Party" or collectively as the
"Parties."
WHEREAS, the City of San Antonio, a Texas Municipal Corporation, acting by and
through its City Manager, pursuant to Ordinance No. 2019 passed and
approved on the day of, 2019 ("City"), and Verizon Wireless
have entered into the San Antonio International Airport Complex Neutral-Host Distributed
Antenna System (DAS) License Agreement dated, 2019 (the
"License Agreement"), a copy of which is attached to this Sublicense as Exhibit 1, to
implement a neutral-host DAS in the Facility (as defined in the License Agreement) to provide
extended and improved wireless communications for existing and future technologies in
and/or upon the property located at 9800 Airport Boulevard, San Antonio, Texas 78216, which
is commonly known as the San Antonio International Airport Complex;
is confinently known as the San Antonio International Airport Complex,
NOW, THEREFORE, in consideration of the mutual covenants and agreements of the

# 1. Project Scope.

a. Verizon Wireless has, or intends to, install the DAS in and on the Facility in the areas set forth in Exhibit A to the License Agreement ("DAS Areas"), as the same may be amended from time to time, to provide extended and improved wireless communications, including expanded broadband service, in the Facility's "DAS Coverage Area" (as defined in the License Agreement).

Parties in this Sublicense, and for other good and valuable consideration, the receipt and legal

sufficiency of which are hereby acknowledged, the Parties agree as follows:

- b. Sublicensee acknowledges and agrees to be bound by obligations of a CMRS Carrier under the License Agreement, including but not limited to its indemnification, insurance, construction, and access requirements. A copy of the License Agreement is attached hereto as **Exhibit 1**. In the event of a contradiction, modification or inconsistency between the terms of the License Agreement and this Sublicense, the terms of the License Agreement shall govern and control.
- c. Sublicensee acknowledges and agrees that the City is a third-party beneficiary of this Sublicense.

#### 2. Term and Termination.

The "Initial Term" of this Sublicense will commence on the Effective Date and will expire as of [Insert License Agreement Initial Term Expiration Date], or on the date of any

earlier termination of the License Agreement. Upon the expiration of the Initial Term, and if Verizon Wireless is not in default of the License Agreement, this Sublicense will automatically renew for two (2) additional five (5)- year renewal periods, provided the License Agreement is renewed for the same period (such renewal period together with the Initial Term being the "Sublicense Term"). Notwithstanding the foregoing, the Sublicense Term shall not extend beyond the term of the License Agreement, and if not earlier terminated or expired, the Sublicense Term shall automatically terminate upon the expiration or earlier termination of the License Agreement.

#### Fees

Annual License Fee. Commencing on the Effective Date and there	eafter, in advance,
on the first day of each month during the Sublicense Term, Sublicensee sha	all pay directly to
Verizon Wireless a monthly payment of an	d xx/100 Dollars
(\$) [equal to 1/12 of the Annual License Fee of \$45,000 per year	r escalated by 2%
per year beginning on the 6th annual anniversary of the Commencement De	ate of the License
Agreement] at the following address:, or to s	such other person,
firm or place as Verizon Wireless may, from time to time, designate in writing	at least thirty (30)
days in advance of any license fee payment date. Such license fees shall be	pro-rated for any
portion of a year. All license fee payment checks shall have Verizon Wire	eless' site number
clearly written on the face of the check. Verizon Wireless shall transmit applic	able License Fees
to City on or before the first day of each month. The Sublicensee's mor	thly License Fee
payment will commence on the first day of the month following the Effect	ctive Date of this
Sublicense Agreement.	

#### 4. Miscellaneous.

a. <u>Notices</u>. Notices concerning this Sublicense shall be in writing to Verizon Wireless and/or Sublicensee's official points of contact as provided and maintained under this Sublicense, sent by certified or registered mail, overnight delivery service, or by hand delivery, proper postage or other charges paid and return receipt requested, addressed or directed to the respective Parties as follows:

If to Verizon Wireless:

San Antonio MTA, L.P. d/b/a Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, NJ 07921

with a copy to:

San Antonio MTA, L.P. d/b/a Verizon Wireless

Attn: Real Estate Manager - Network Real Estate

5804 Tri County Pkwy Schertz, TX 78154

If to Sublicensee:	
	arty gives written notice of to the other Party. Notice shall fusal as shown on the receipt obtained pursuant to the
will be governed by and construed und	terpretation, validity, and enforcement of this Sublicense der the internal laws of the State of Texas, including Parties agree that the venue of any litigation related to vely in Bexar County, Texas.
IN WITNESS WHEREOF, the Pa authorized officers or representatives.	arties hereto have executed this Sublicense by their duly
	VERIZON WIRELESS:
	San Antonio MTA, L.P. d/b/a Verizon Wireless
	By: Verizon Wireless Texas, LLC Its General Partner
	By: Jacob Hamilton Director - Network Field Engineering
	Date:
	SUBLICENSEE:
	By:Printed Name:
	Title:

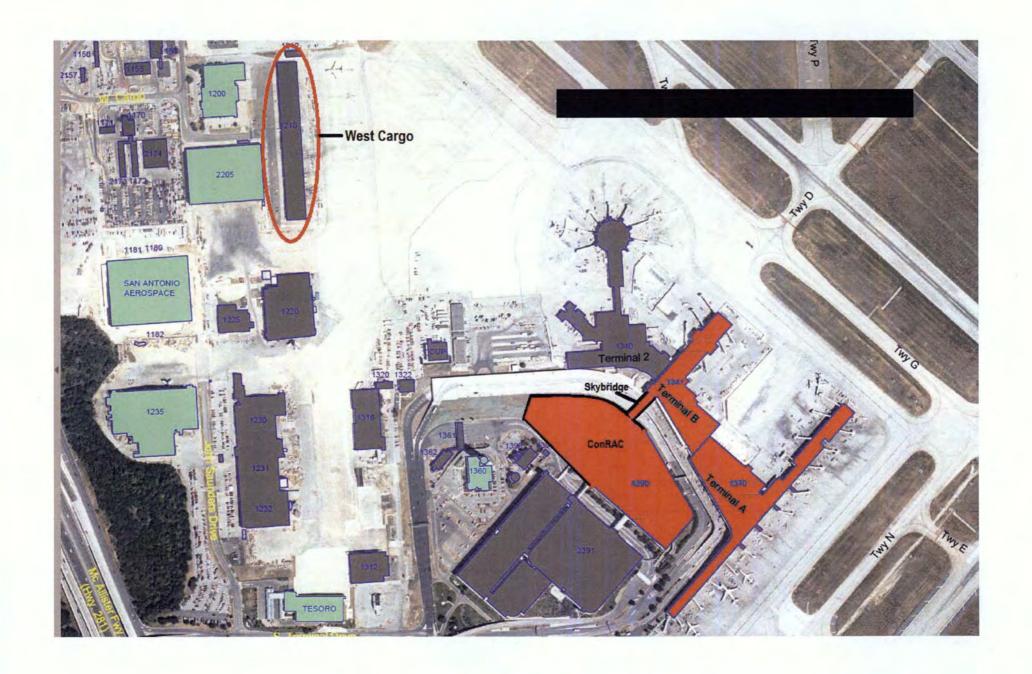
# **EXHIBIT 1**

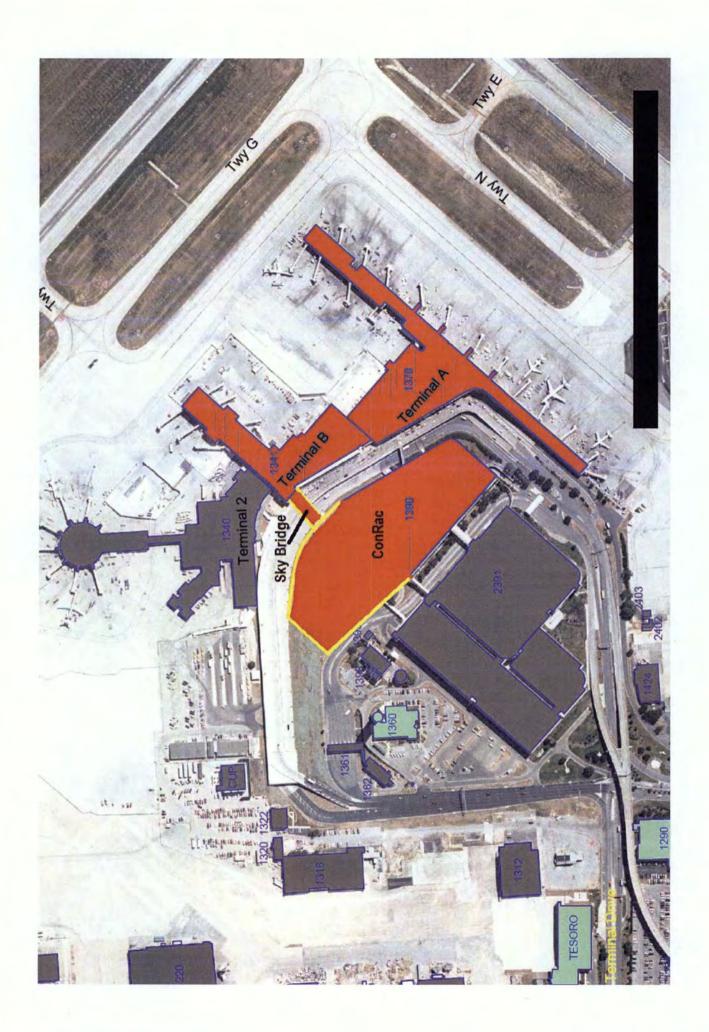
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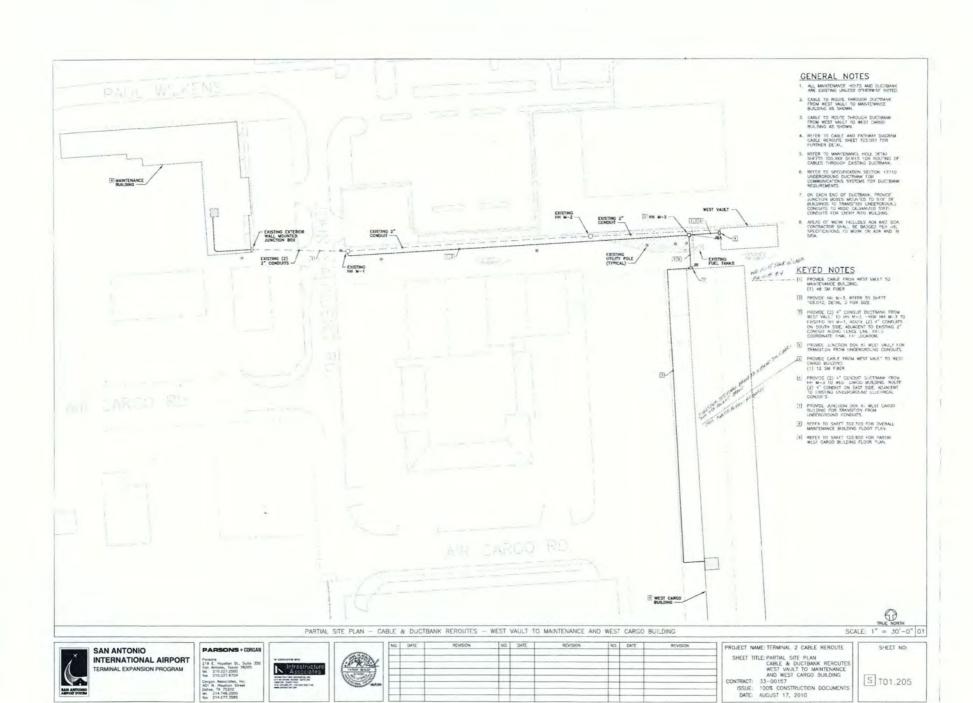
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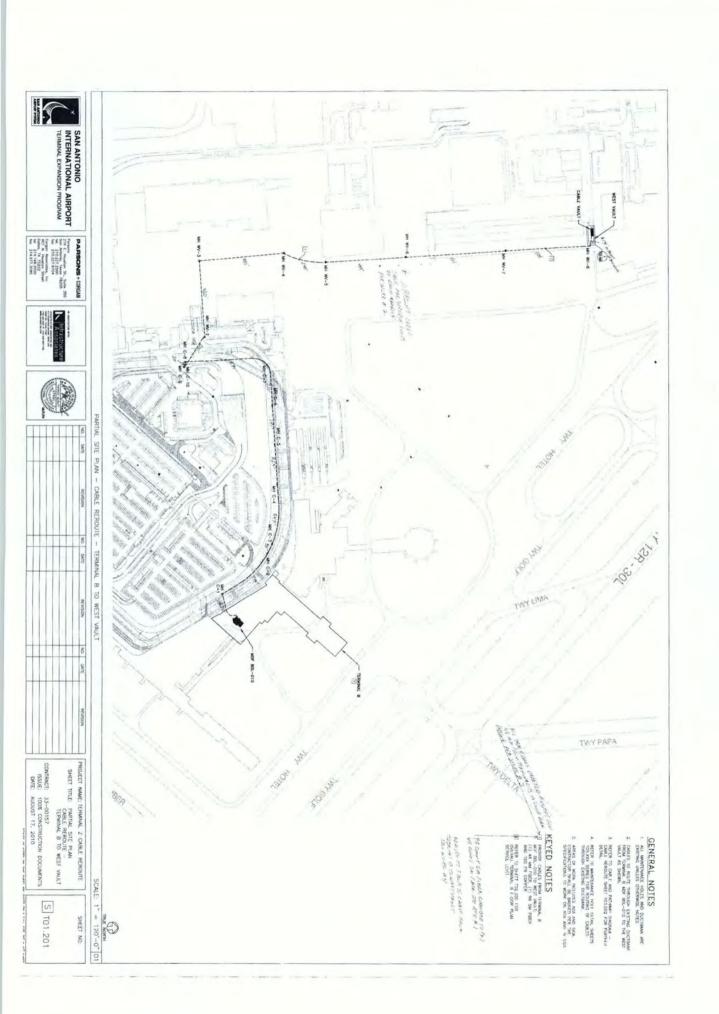
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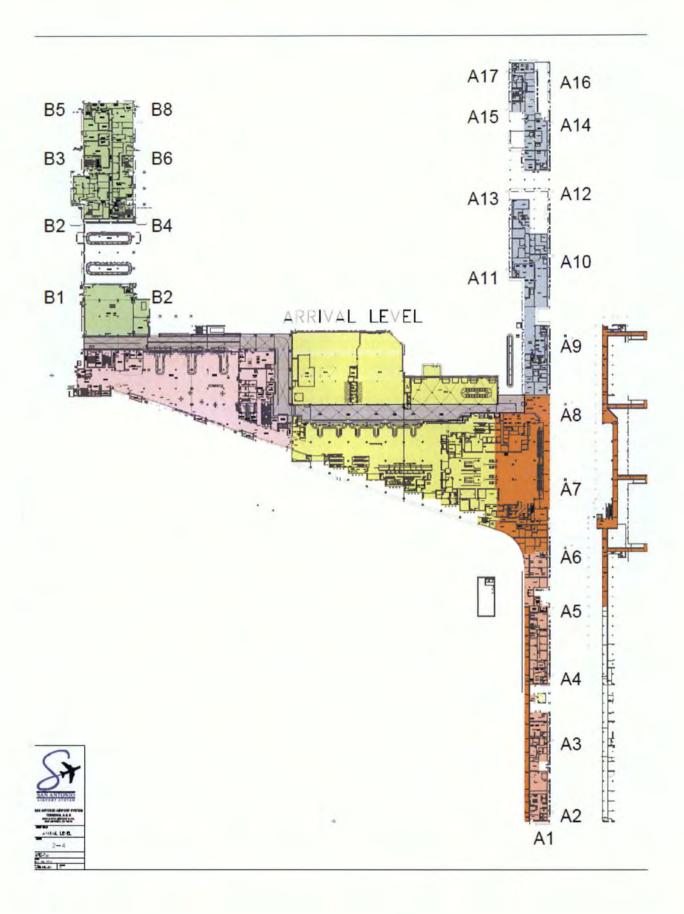


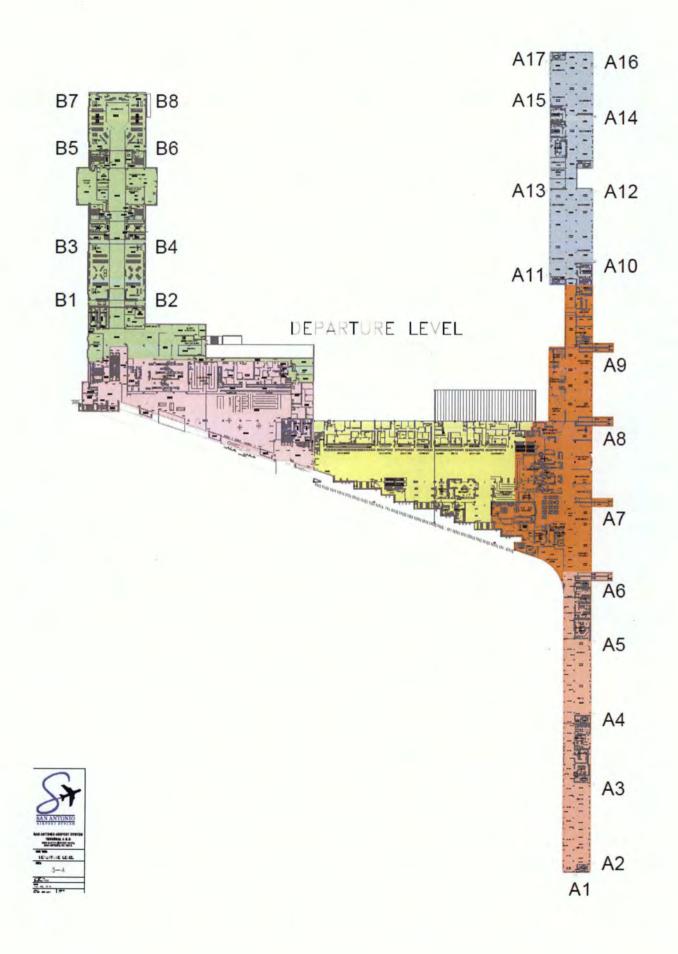


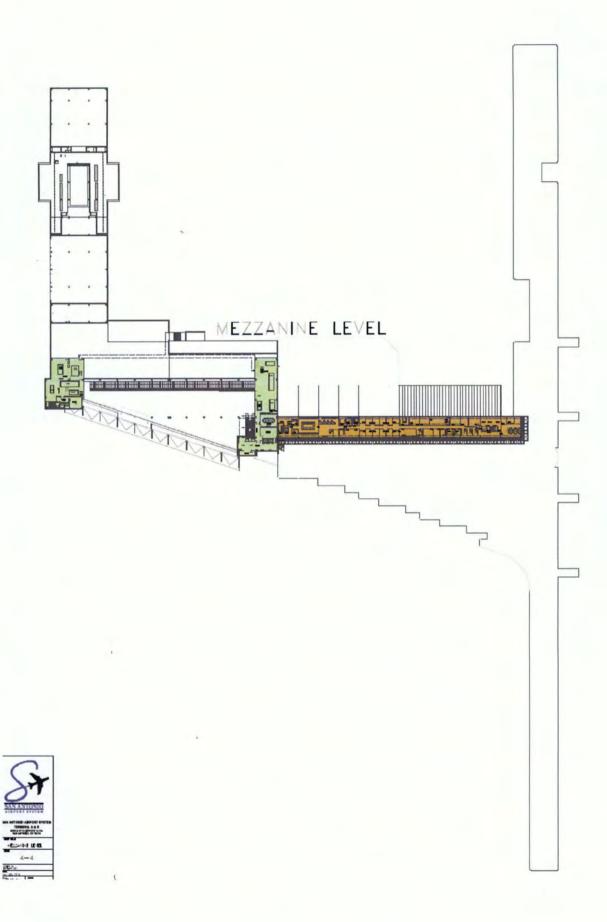


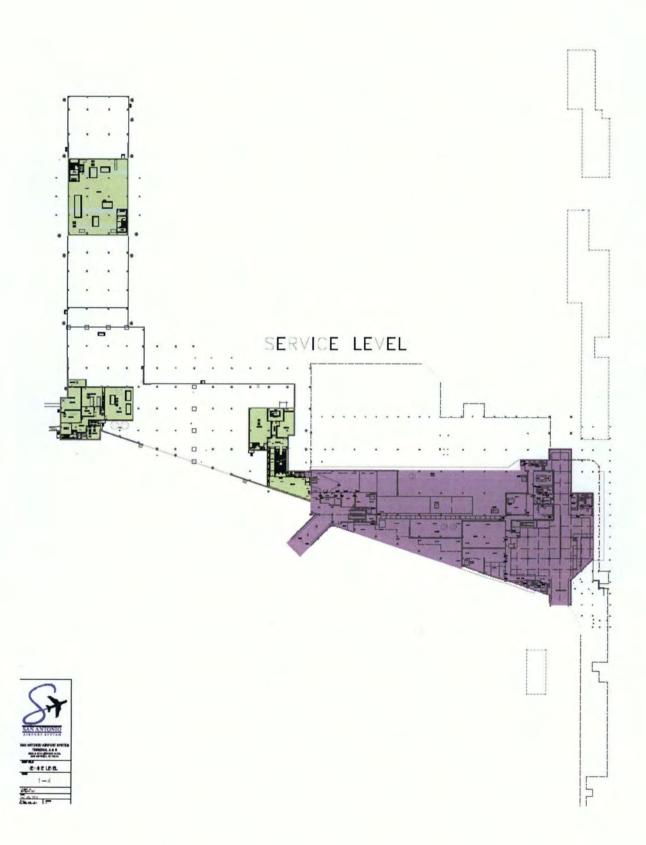


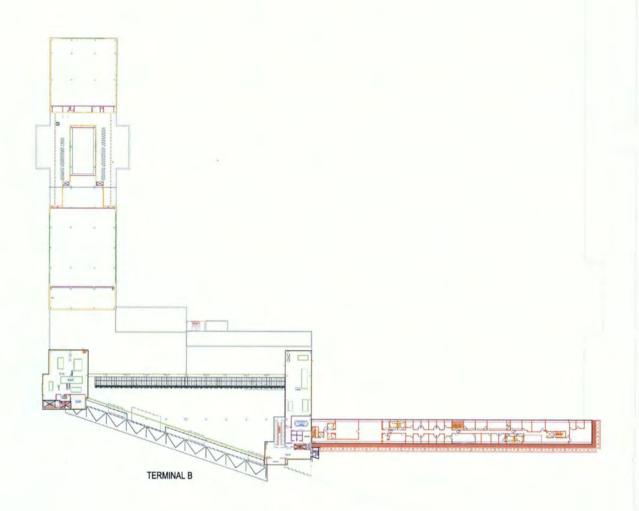








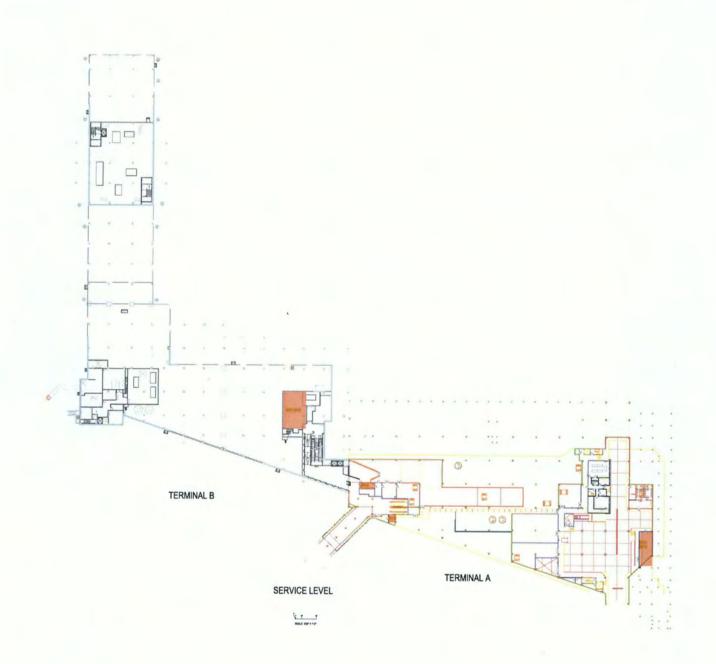


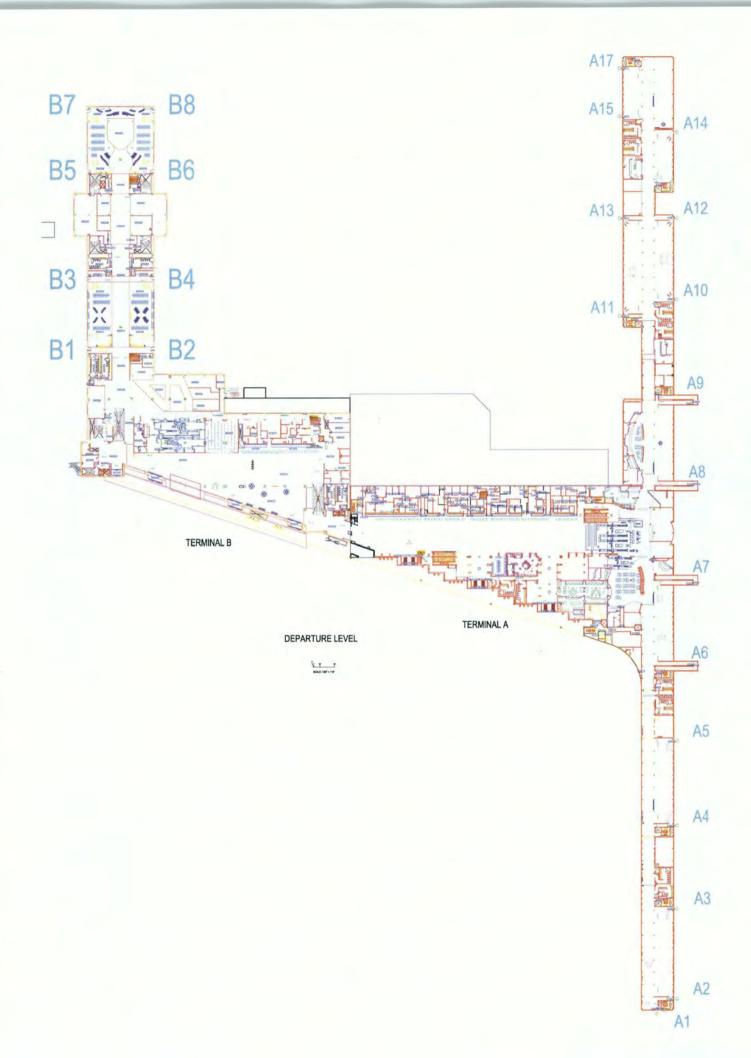


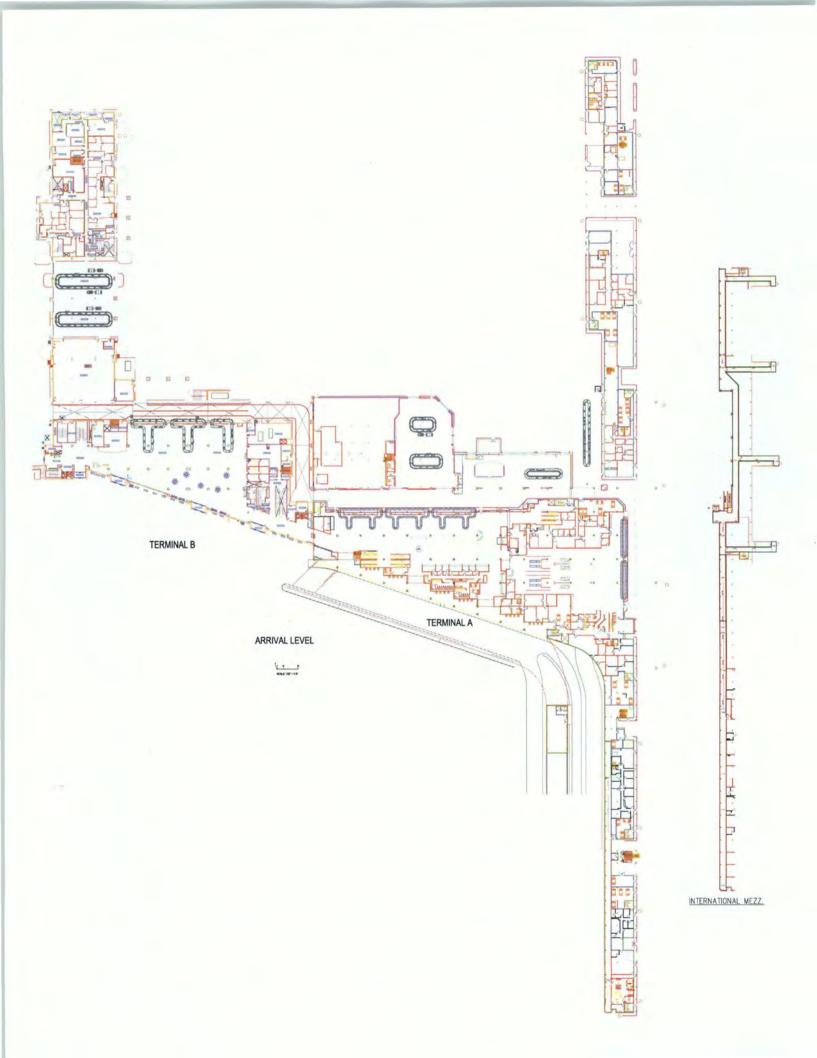
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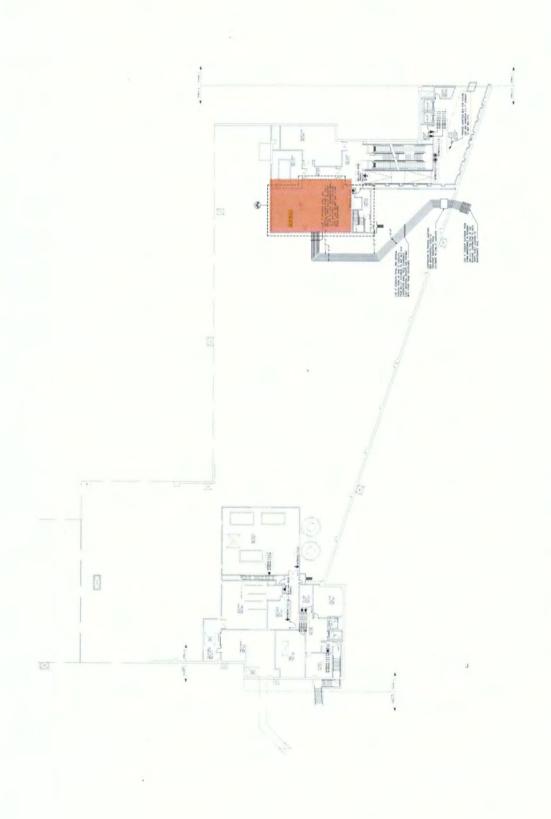
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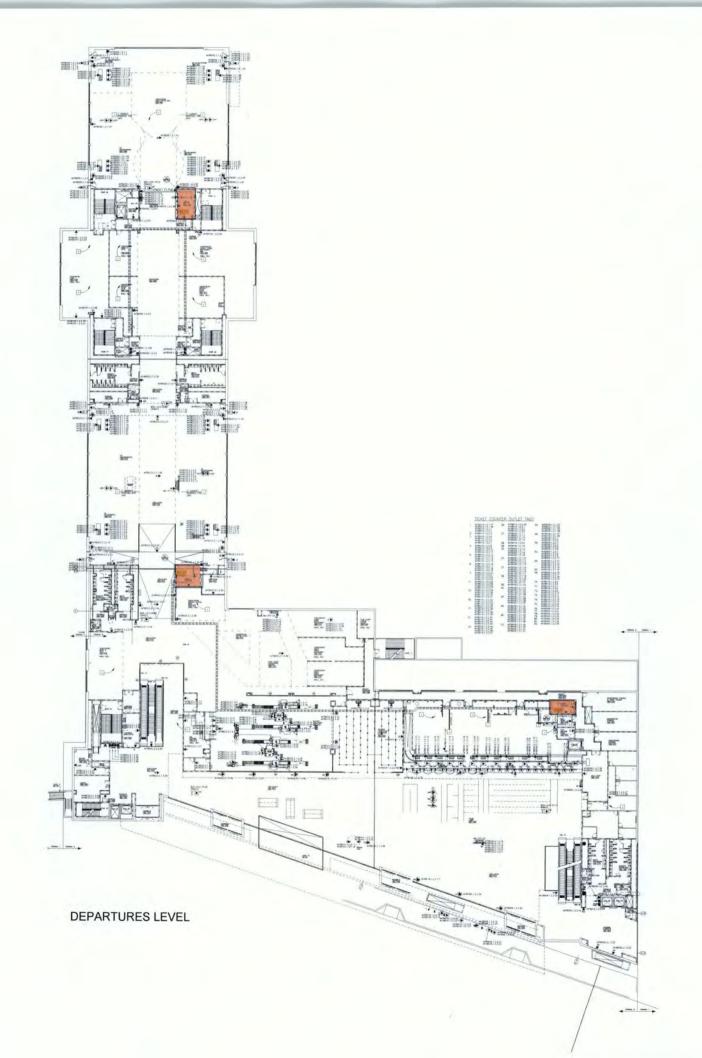
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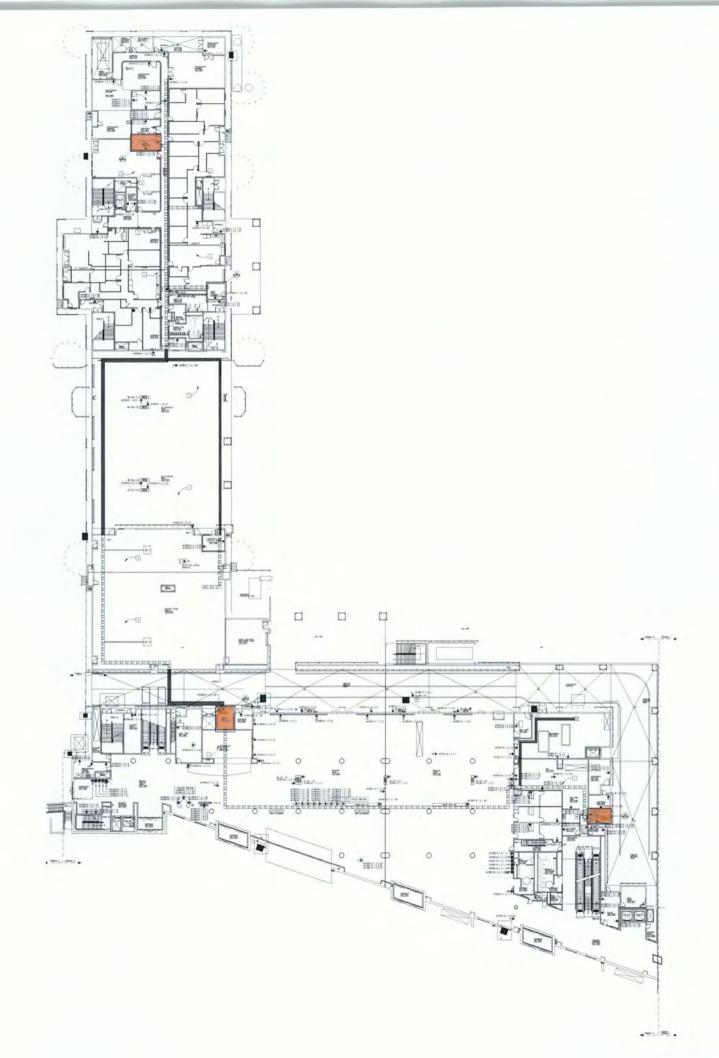


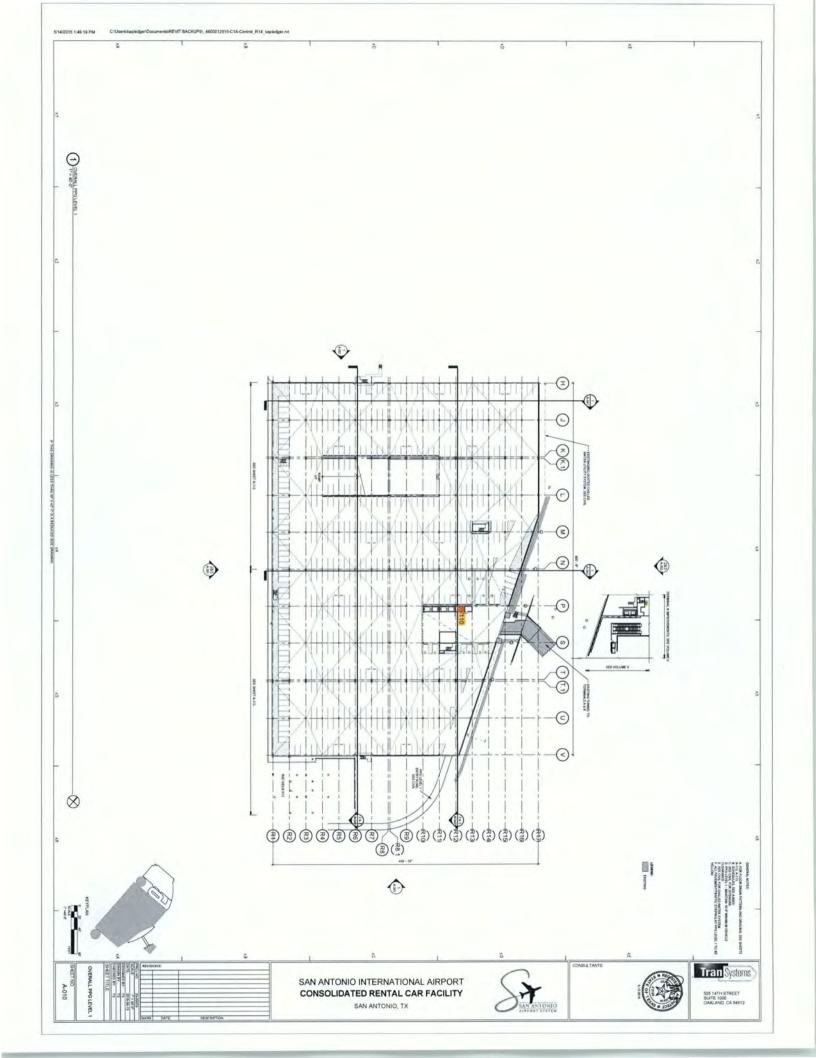


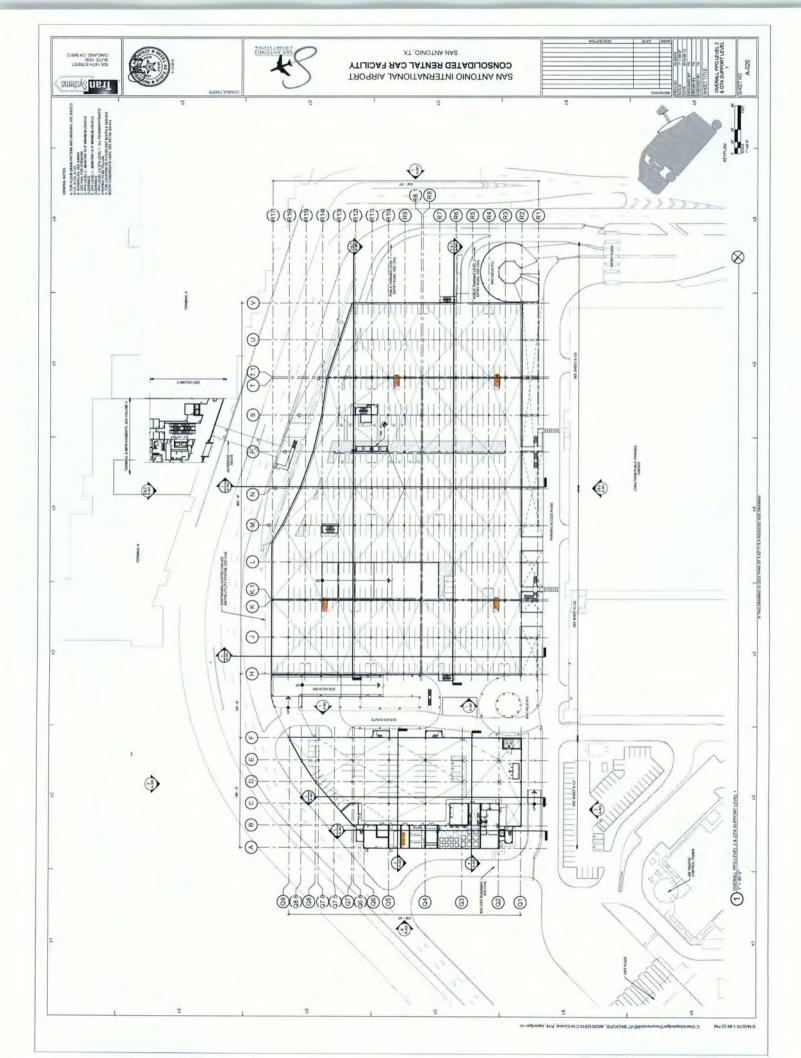


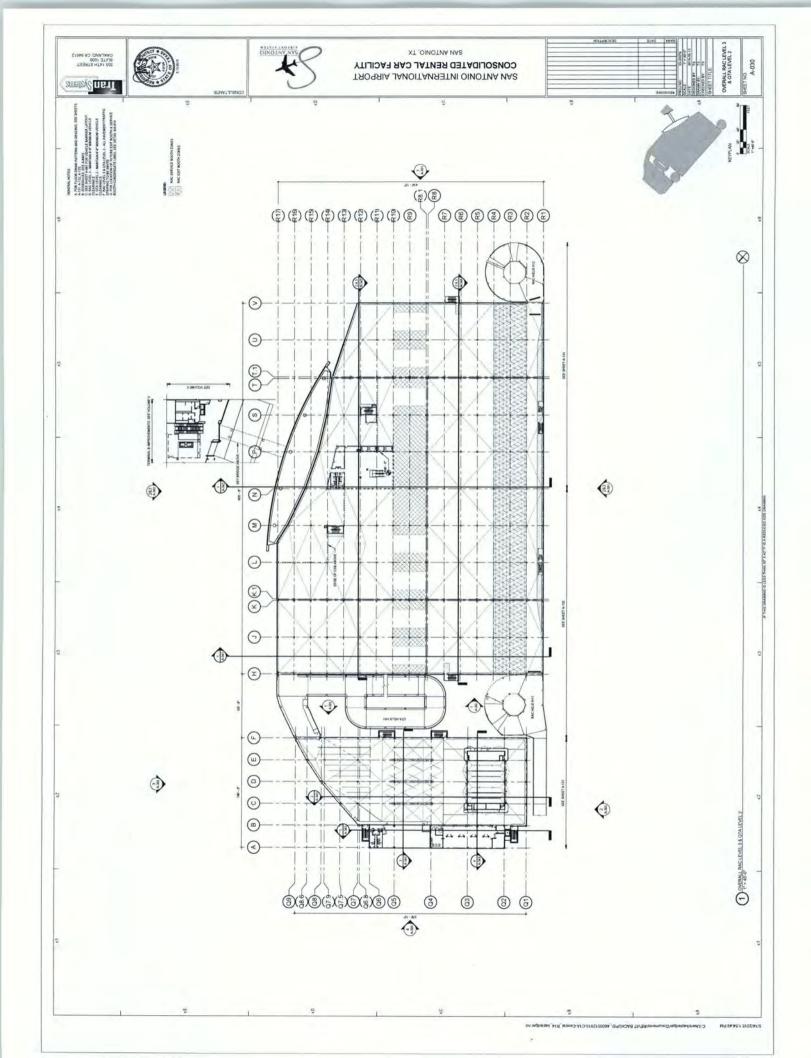


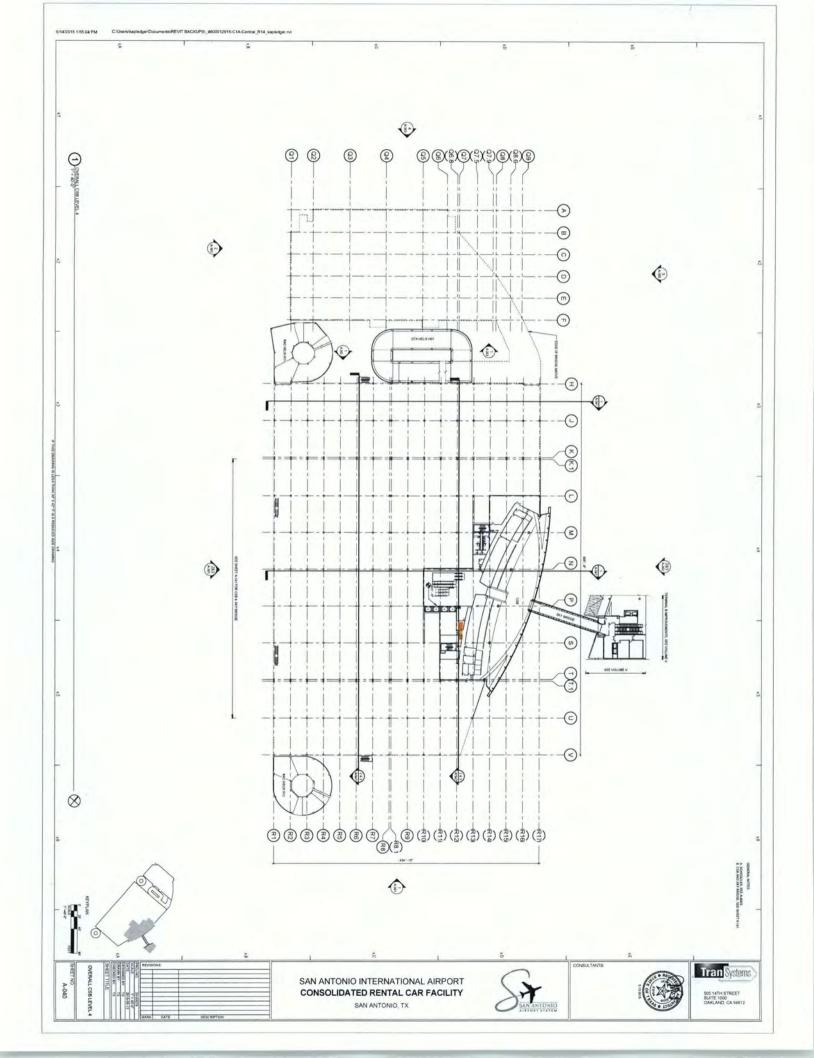


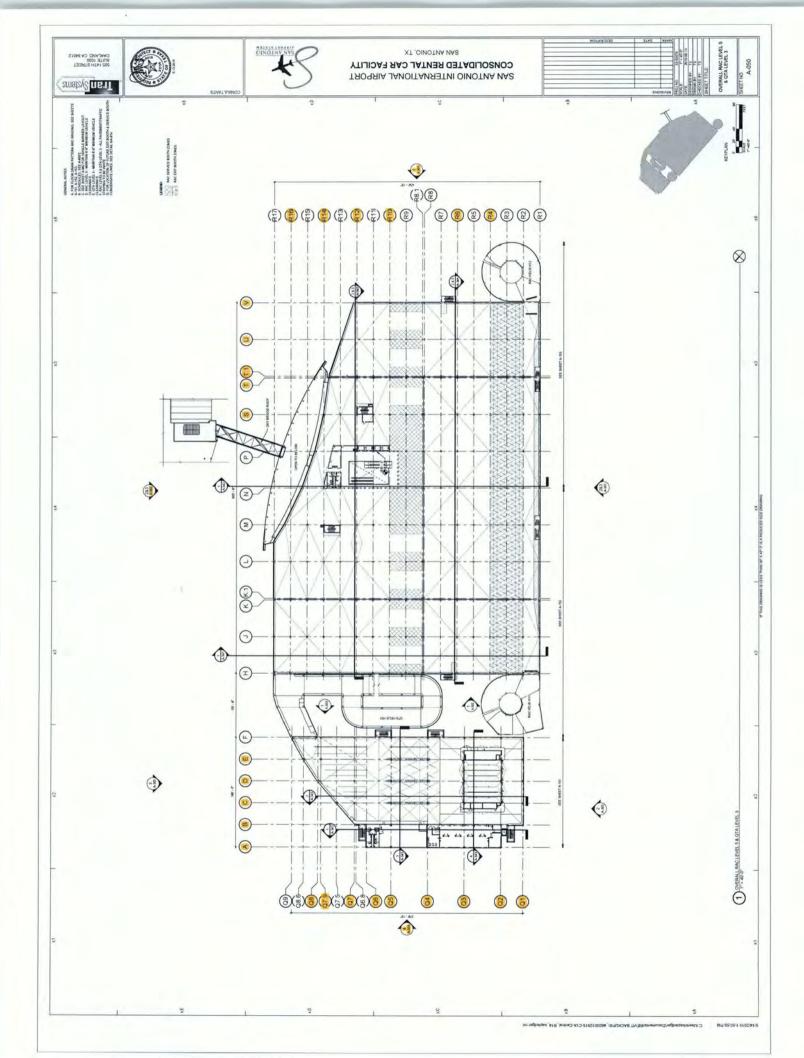


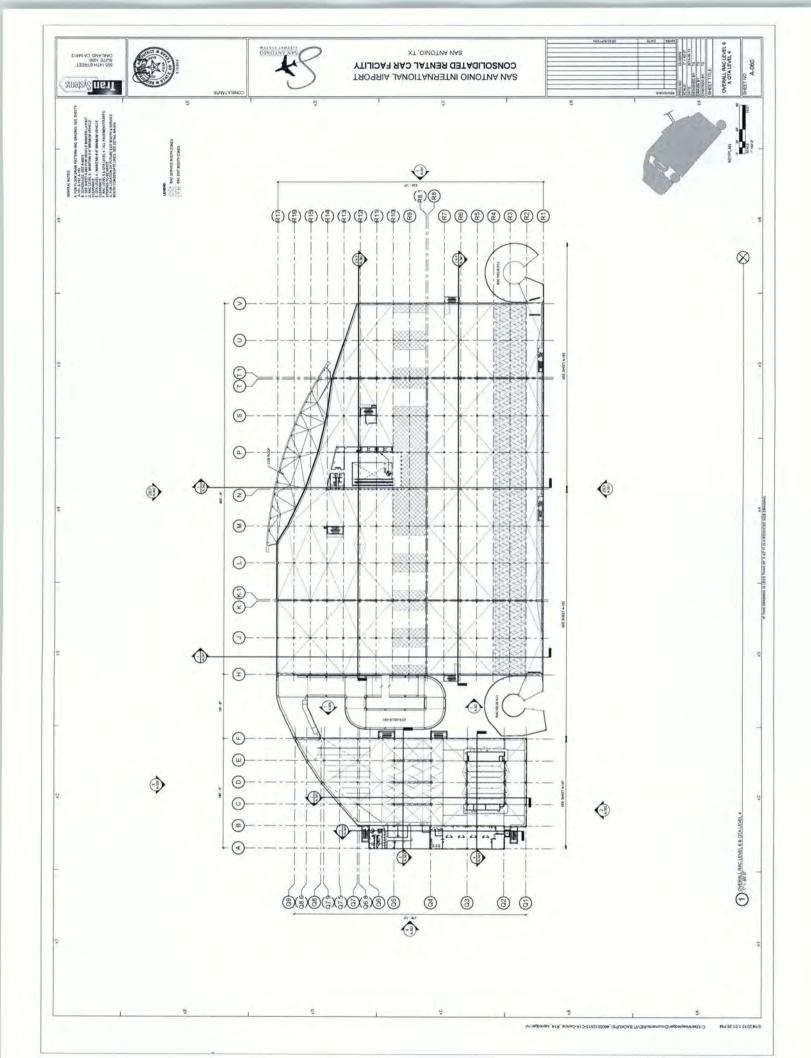


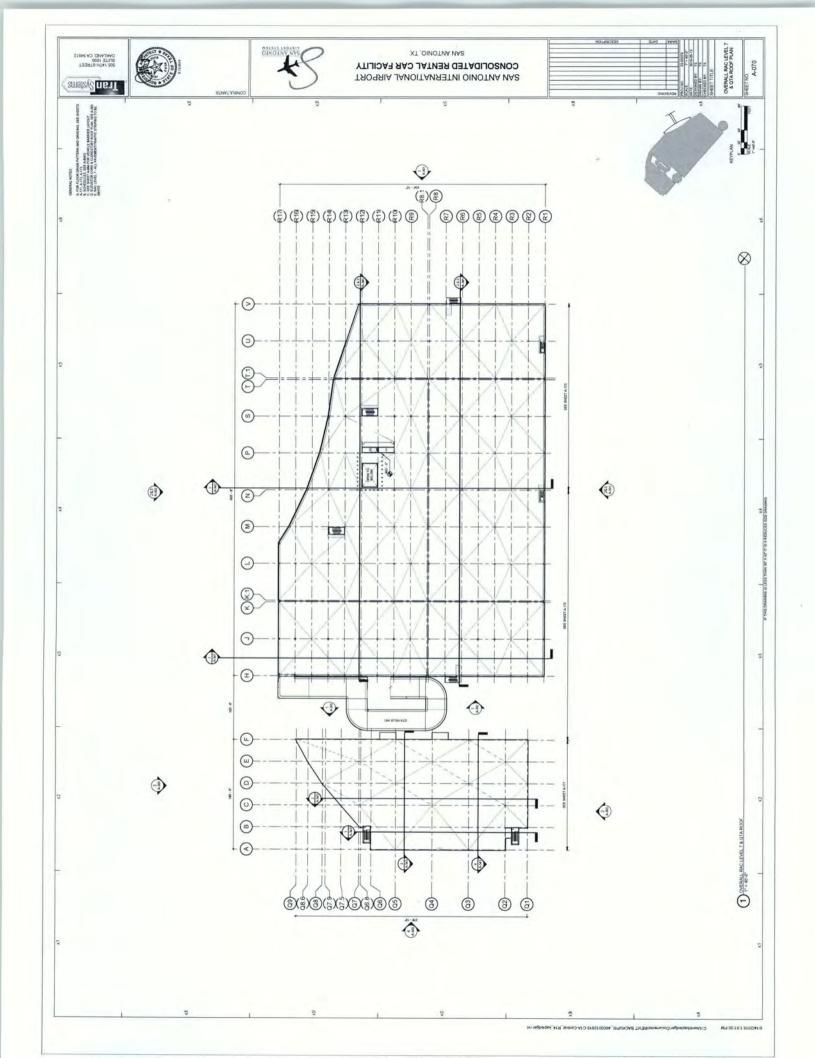


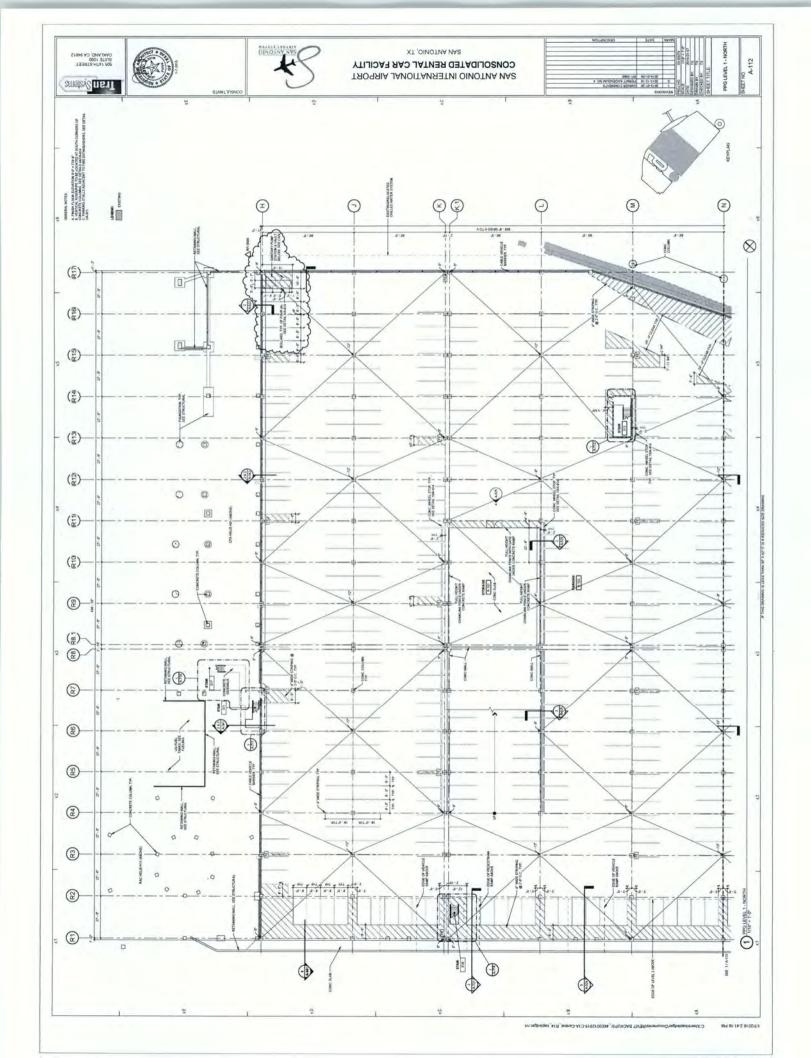


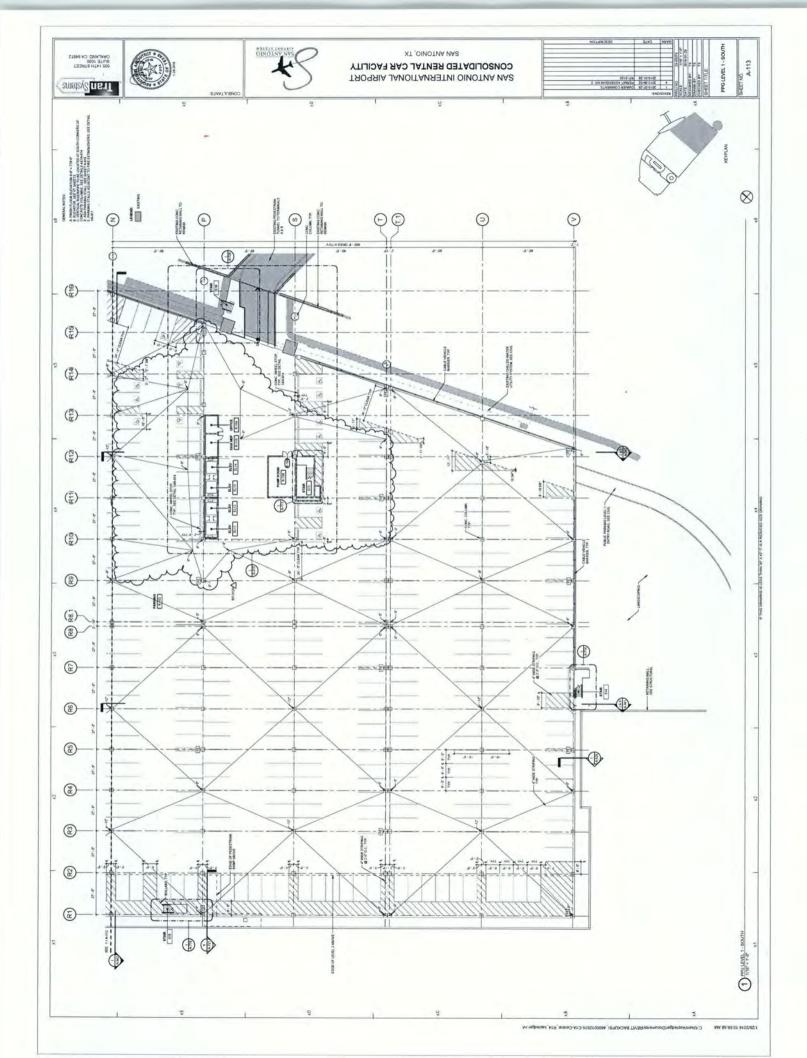


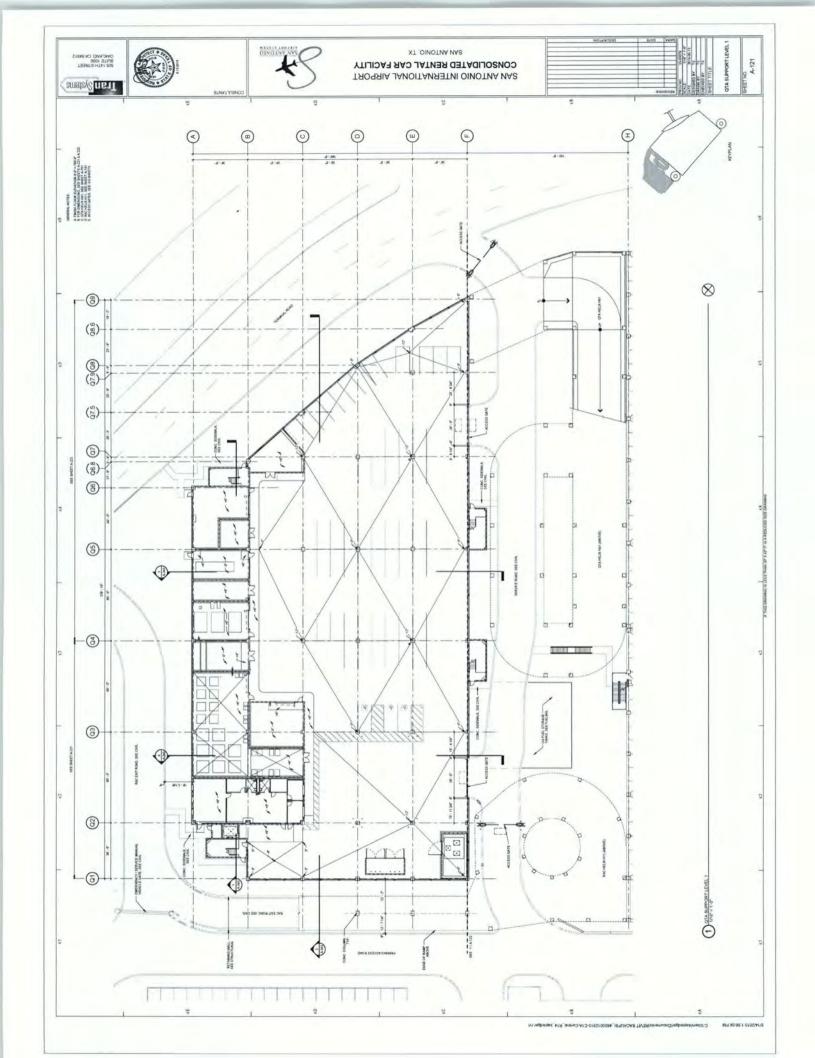


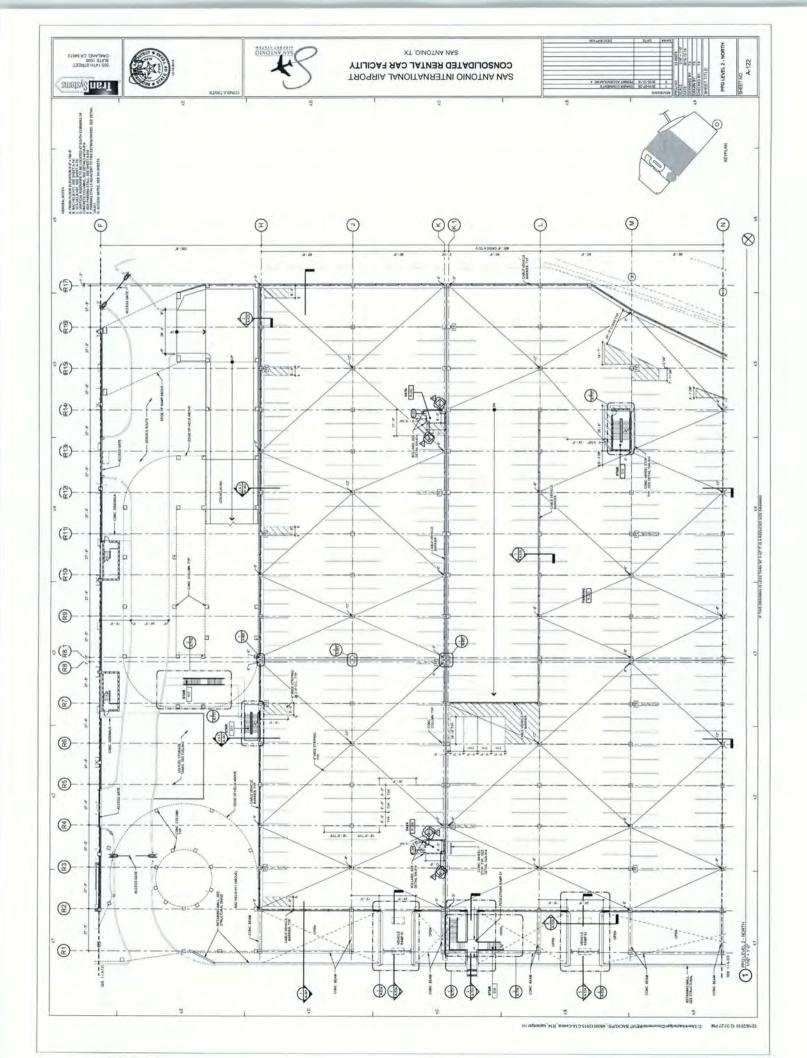


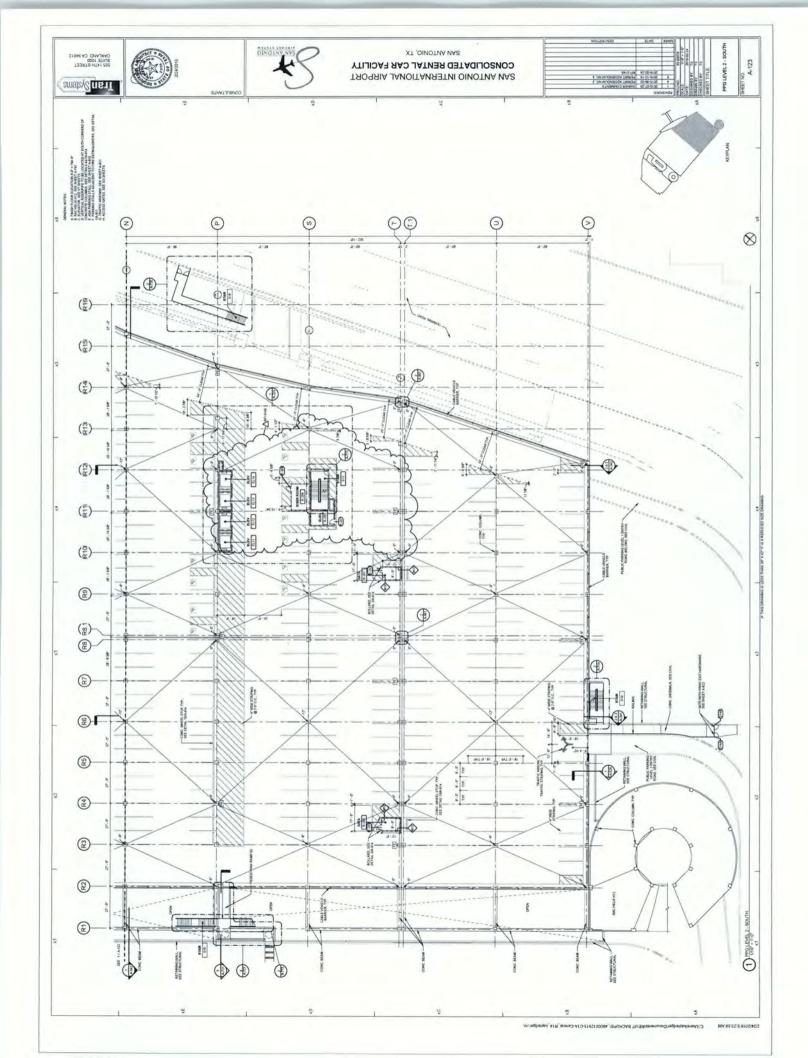


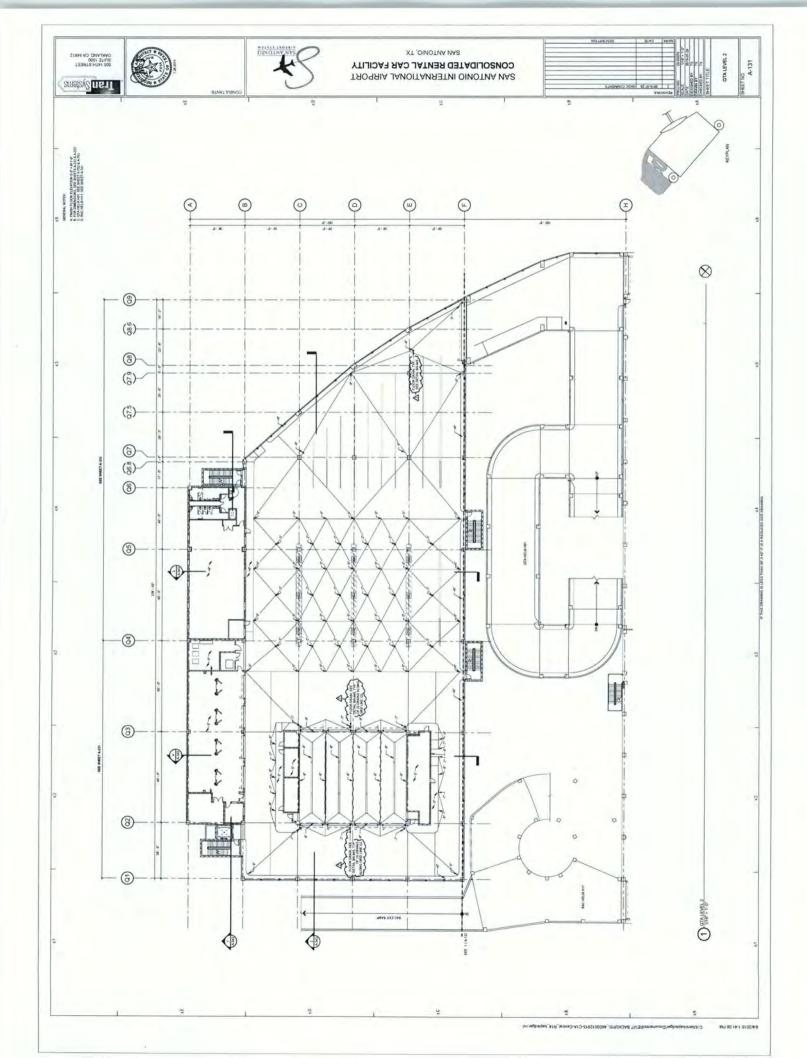


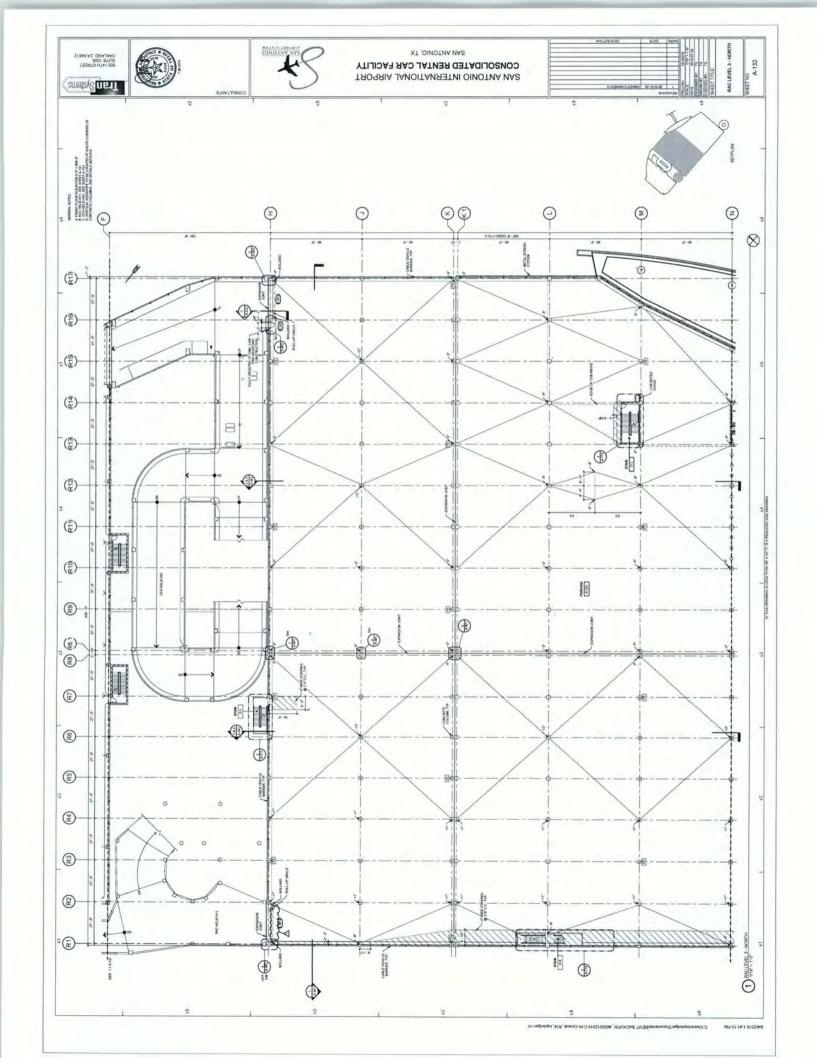


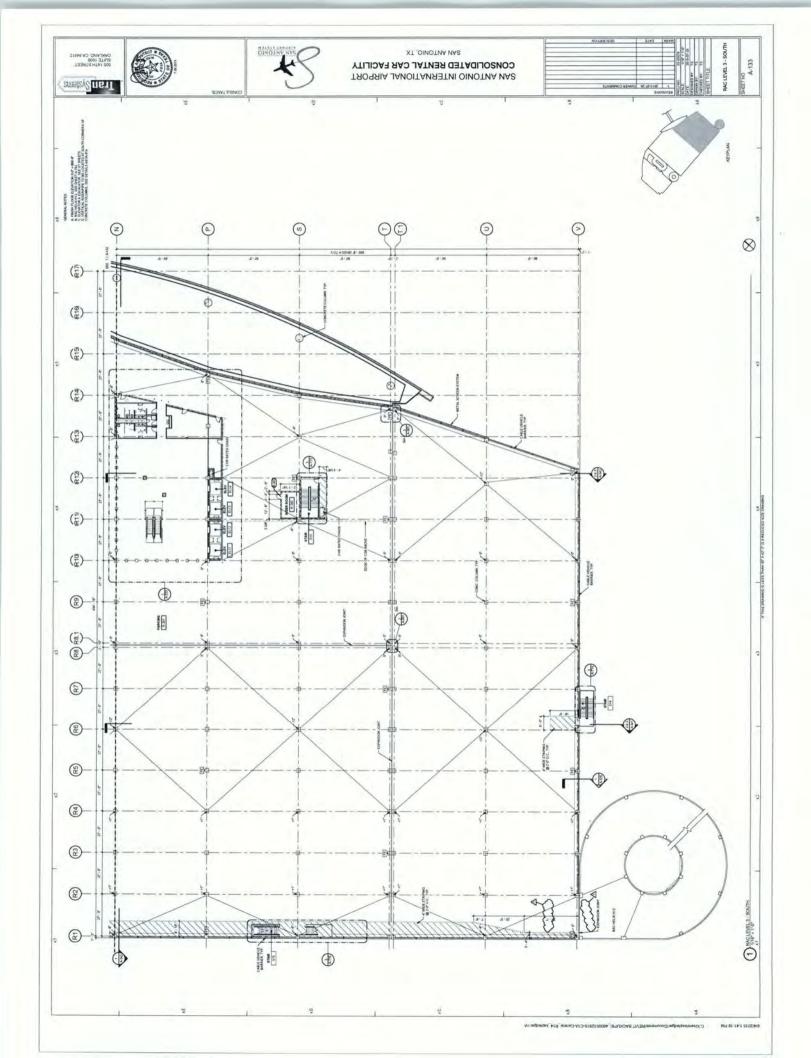


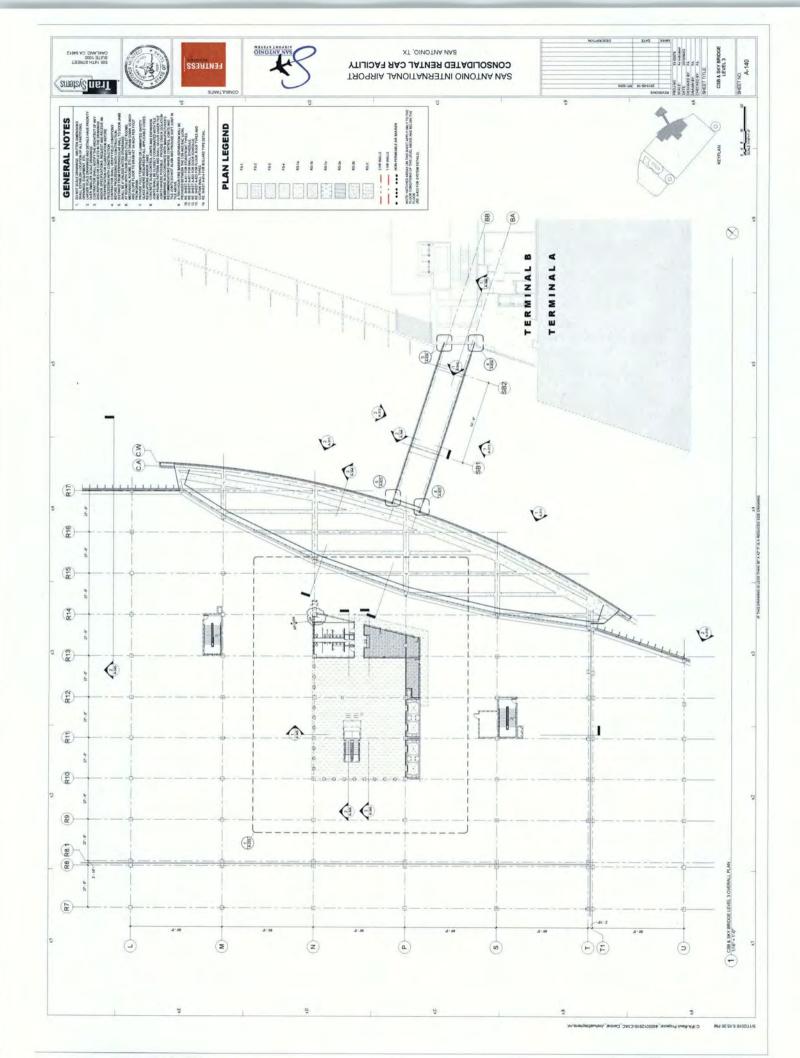


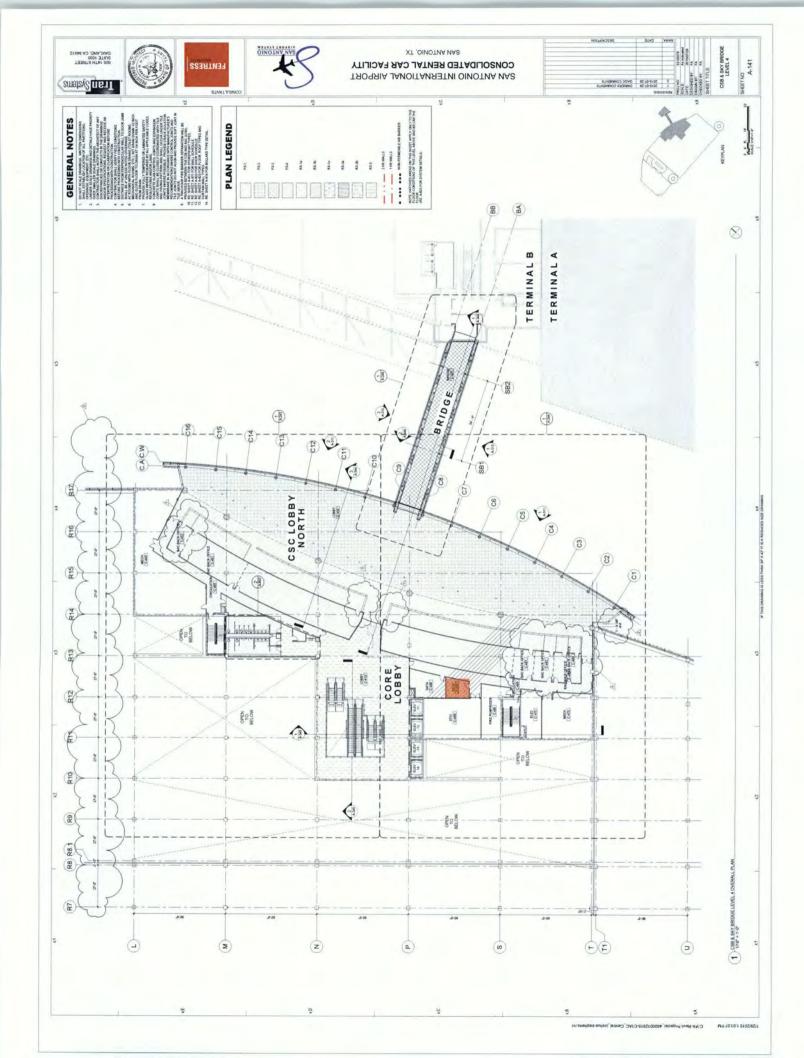


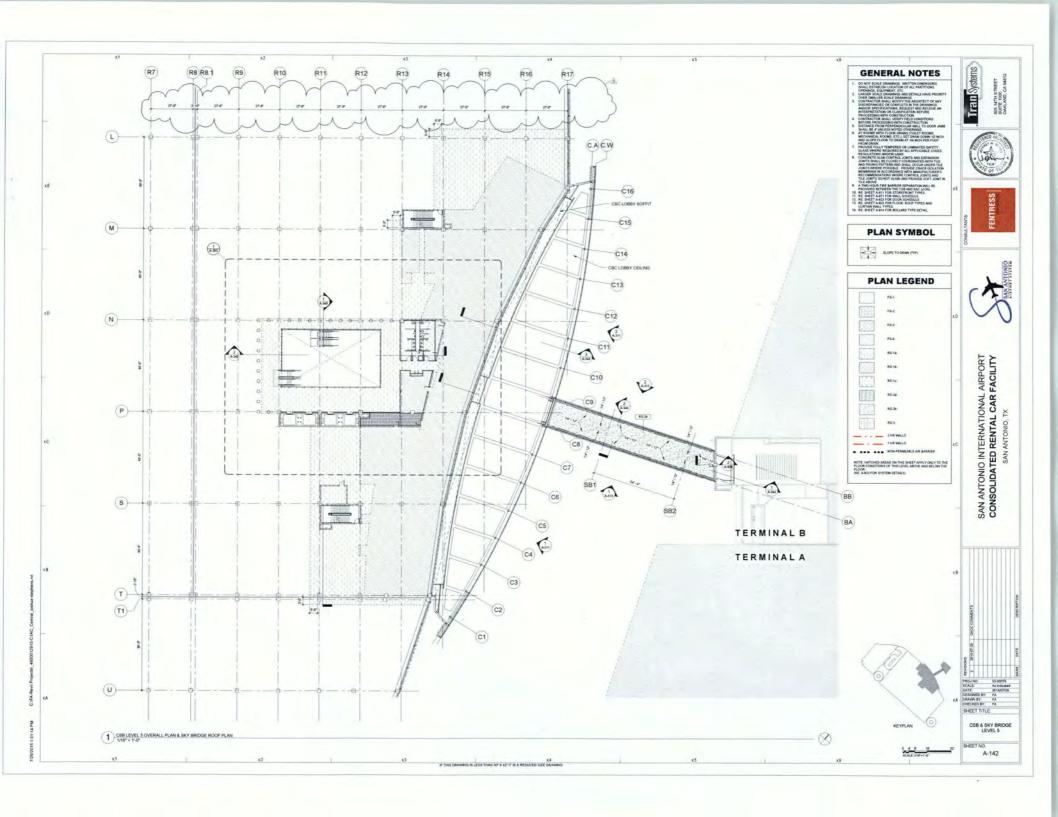


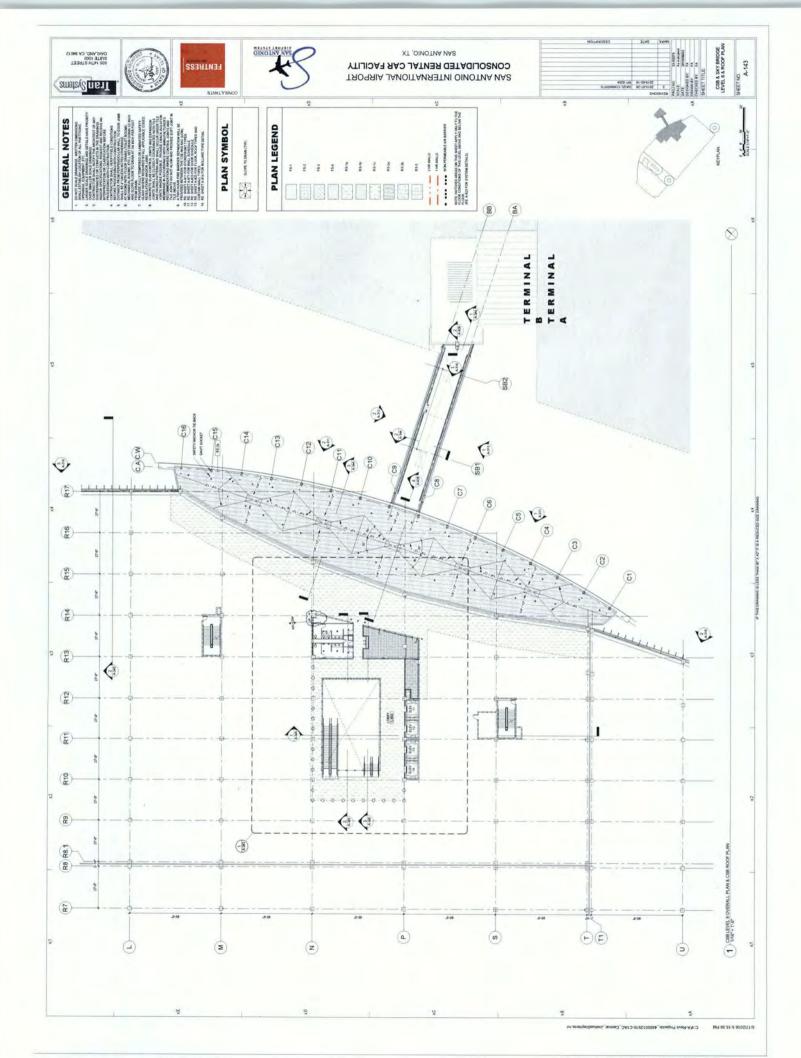


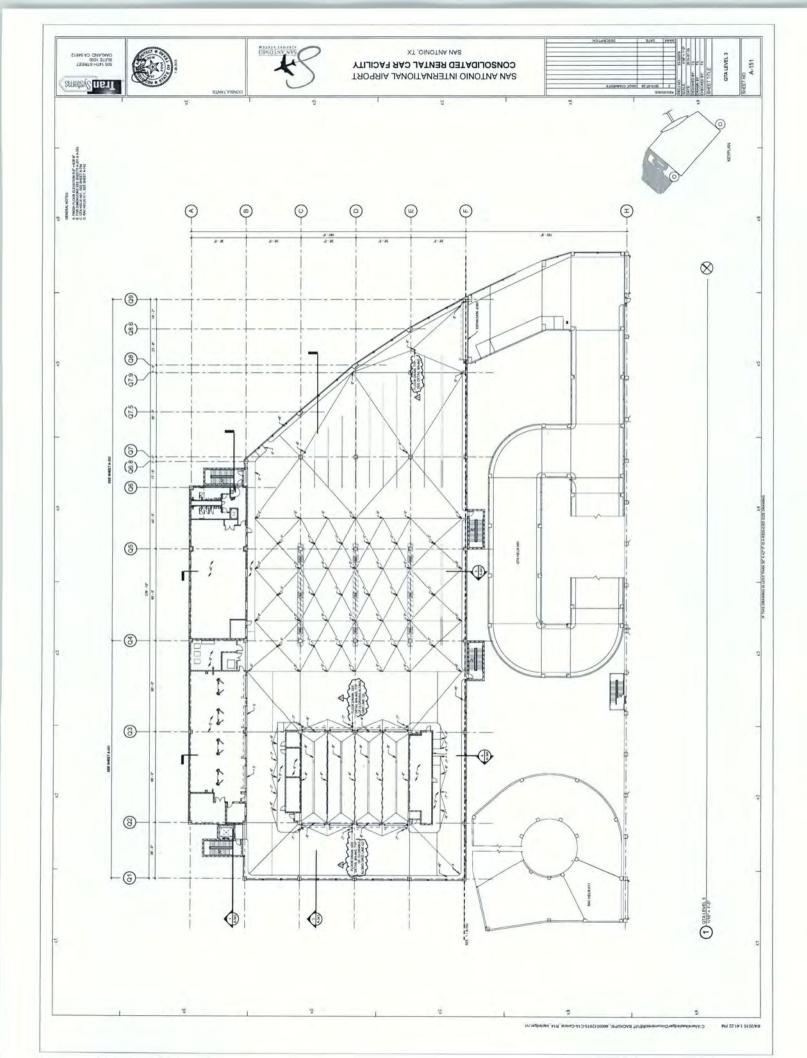


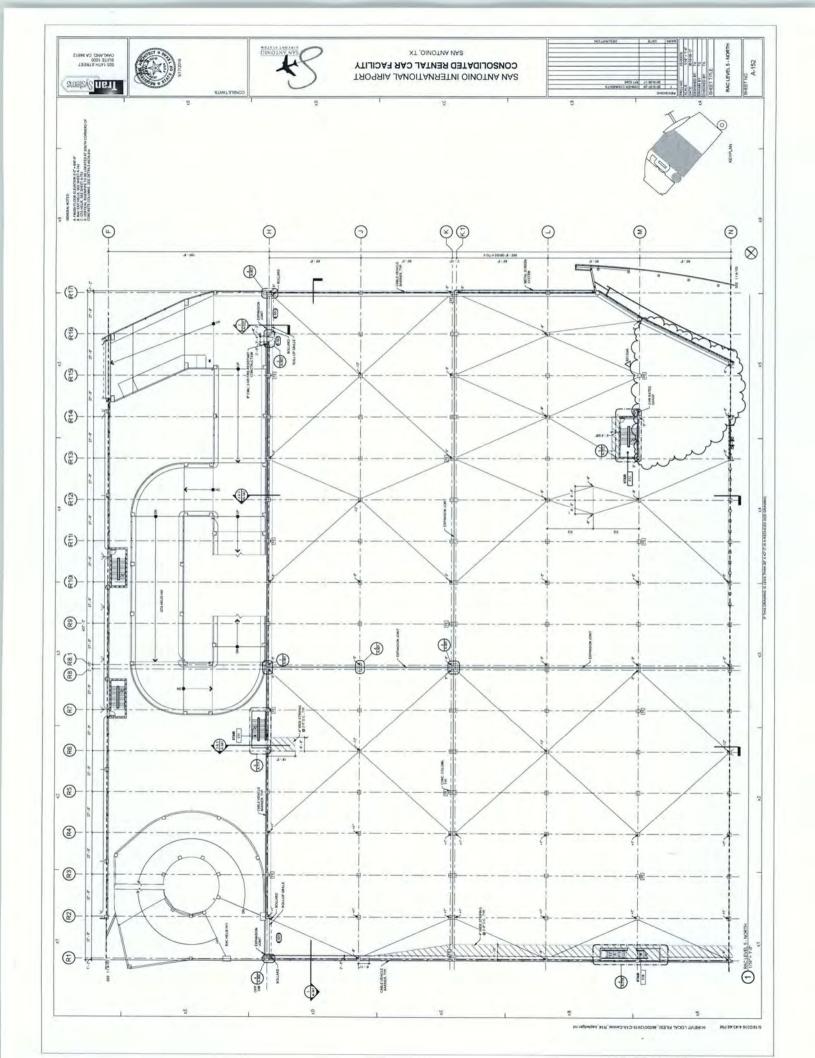


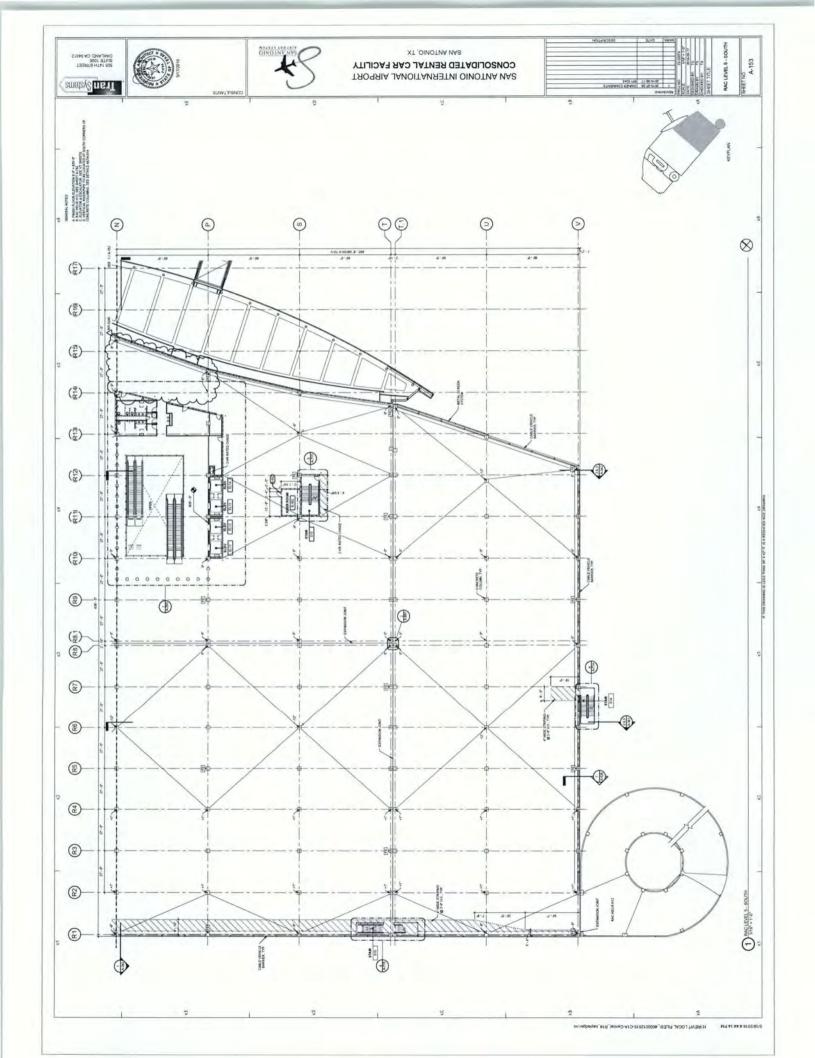


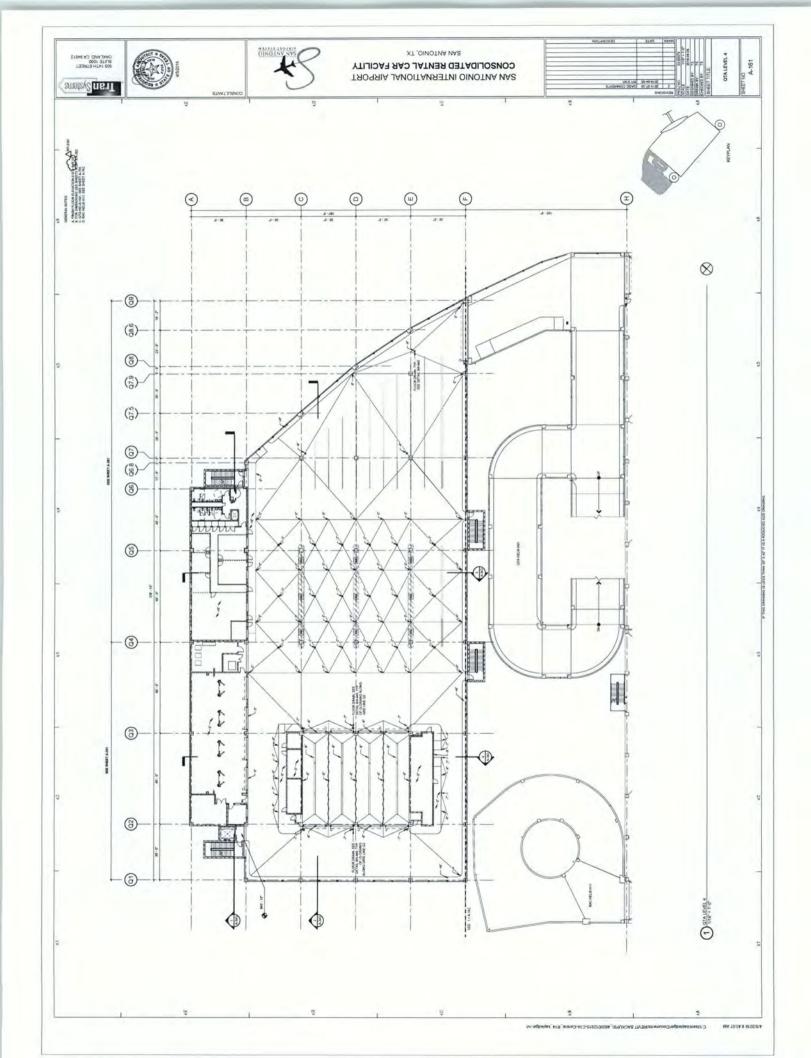


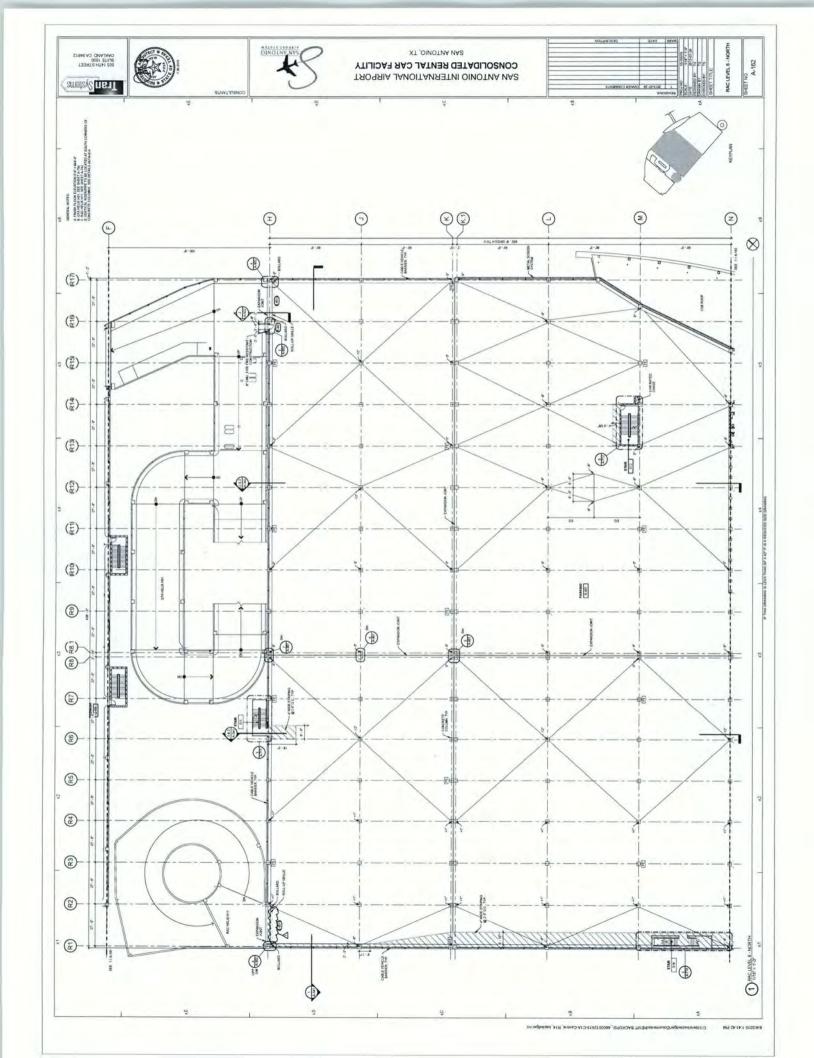


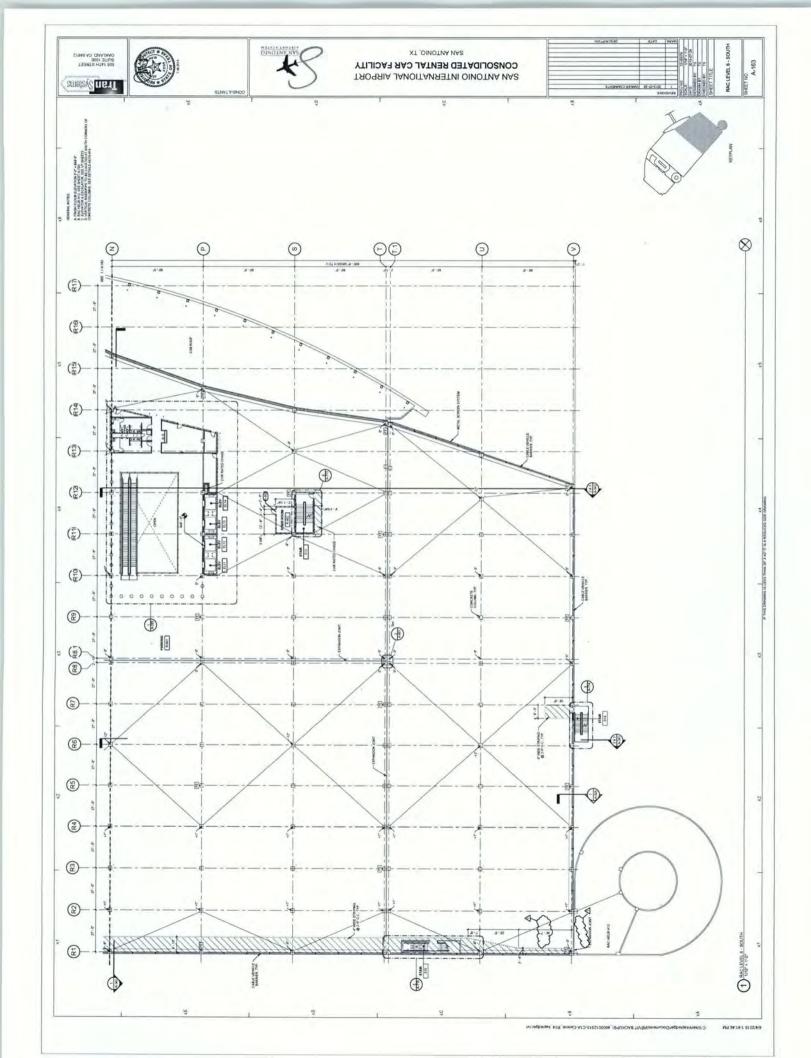


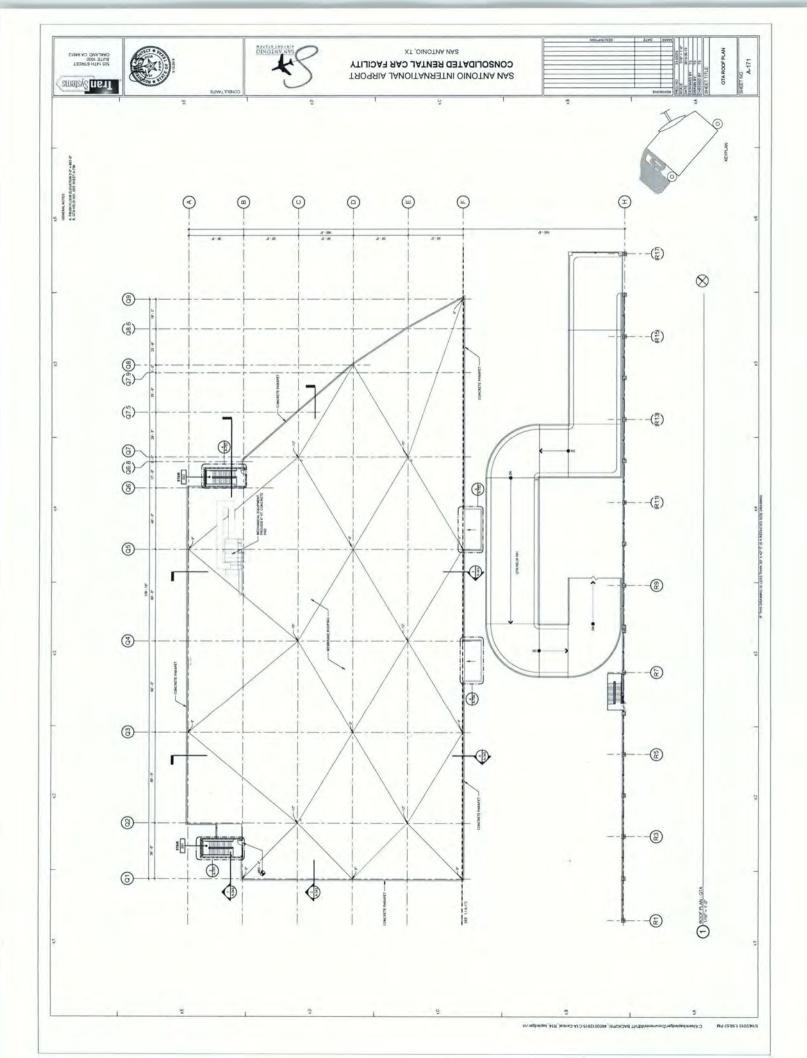


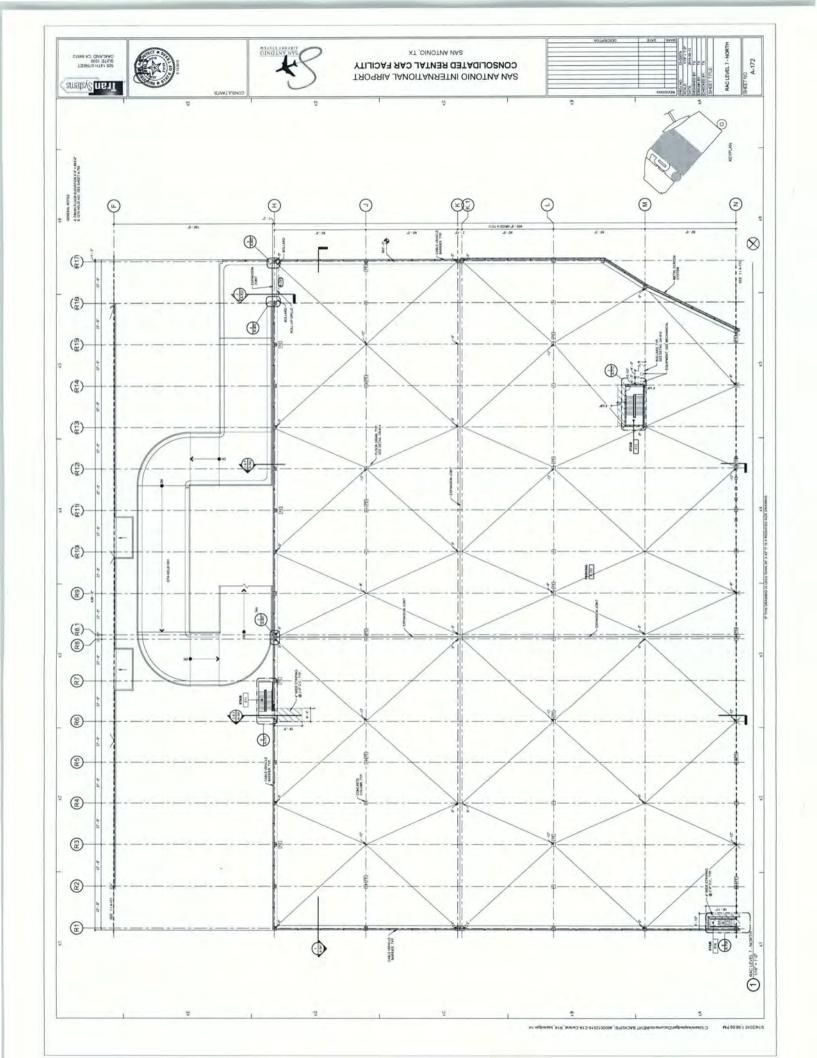


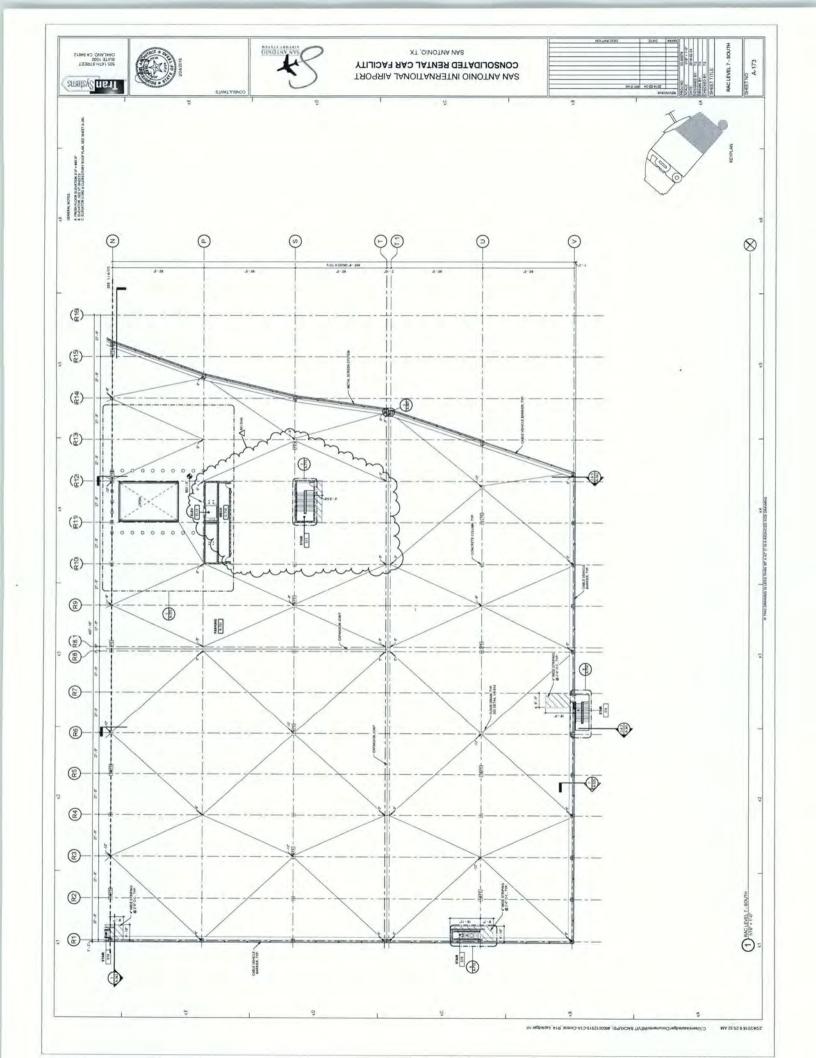












# Attachment "G"

# FAA REQUIRED CONTRACT PROVISIONS Compliance with Nondiscrimination Requirements

During the performance of this Concession Agreement, Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees as follows:

- Compliance with Regulations: Concessionaire (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 Concession Agreement.
- 2. Non-discrimination: Concessionaire, with regard to the work performed by it during the Concession Agreement, 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. Concessionaire 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 C.F.R. Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Concessionaire 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 Concessionaire of Concessionaire's obligations under this Concession Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: Concessionaire 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 City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of Concessionaire's noncompliance with the Non-discrimination provisions of this Concession Agreement, City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - Withholding payments to the Concessionaire under the Concession Agreement until Concessionaire complies; and/or

- Cancelling, terminating, or suspending the Concession Agreement, in whole or in part.
- 6. Incorporation of Provisions: Concessionaire 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. Concessionaire will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request the City to enter into any litigation to protect the interests of the City. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

### Federal Fair Labor Standard Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation shall incorporate by reference the provisions of 29 C.F.R. 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.

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

### Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation shall incorporate by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Concessionaire 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 C.F.R. Part 1910). Concessionaire 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.

#### 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.).

# Attachment "H"

### **EXHIBIT H – BADGE AND ID REQUIREMENTS**

# Airport Security - Badge and ID: 210-207-3526

satbadgeoffice@sanantonio.gov

☐ Contract Requirements:
If the project requires issuance of airport Identification Media (badges), there must be a city contract on file approved either by San Antonio City Council or the Aviation Director prior to starting the badging process. This contract and a point of contact must be provided to the Airport Security – Badge and ID Office at least 45 days in advance of the project start date in order to establish a new company and begin the badging process. The point of contact will be designated as an Authorized Signatory (AS) and will be the primary point of contact between the airport and the company. Otherwise the contractor for the project must be sponsored by an existing company/Authorized Signatory to obtain airport Identification Media (contact Airport Security for more information).
Contract or construction employees, subcontractors and/or vendors who have a valid business-related need to conduct work activities for a period of at least <b>fourteen (14</b> days (consecutively or intermittently) will be required to process for a badge.
☐ Authorized Signatory:
As stated above, each company must designate an Authorized Signatory to be the primary point of contact between the airport and the company if they are to be badged as a standalone company. The process to become an Authorized Signatory requires the person to have an issued badge, complete additional Computer Based Training for Authorized Signatories and attend annual training.
☐ Badging Process: (Form AVI-FM-0035 Customer I-9 List of Acceptable Documents)
The badging process requires two visits to the Airport – Security Badge and ID

The badging process requires two visits to the Airport – Security Badge and ID Office. The first visit is where the applicant is required to bring in personal identification and payment. The identification required is per the I9 List of Acceptable Documents. During the first visit they have their photo and fingerprints taken and complete necessary paperwork. All applicants who are processed will receive a CHRC in process badge (pink) which indicates they have fulfilled the initial requirements and are in the background check process (see below). This badge will require the applicant be under escort at all times.

### **EXHIBIT H - BADGE AND ID REQUIREMENTS**

☐ Airport Security - Badge and ID Office Hours

# **Badge Processing**

Monday New Applicants Only/Walk In 8:00 am - 4:00 pm
Tuesday - Thursday Friday Renewal Applicants/Walk In & New Appointments 8:00 am - 4:00 pm
Renewal Applicants/Walk In & New Appointments 8:00 am - 11:30 am

Office is closed for lunch daily from 11:30 am - 12:30 pm

# SIDA Training Hours of Operation

Monday – Thursday 8 am – 10 am and 12:30 pm – 2:30 pm

Friday 8 am – 10 am

☐ Payments/Fees:

(Form AVI-FM-0034 Authorization to Bill)

### Payment for processing is as follows:

- Each applicant can pay individually at their first appointment with cash, check or personal credit card.
- If the applicants wish to pay with a company credit card, the company representative whom the credit card is issued to must accompany the applicant and submit payment at their first appointment.
  - With prior coordination with the Fiscal Operations Division the Authorized Signatory can complete and sign an "Authorization to Bill" form and send it with the applicant on the day they are to process. The City of San Antonio will then bill the company for the applicants processed.
  - There is no refund for badge processing fees.

Airport Security - Badge and ID Fees	
SAT Identification Media initial	\$100 (\$35 Identification Media/\$65 Criminal History Records Check (CHRC) and Rapback Enrollment)
SAT Identification Media renewal within 60 days of expiration date	\$35
SAT Identification Media renewal after expiration date	\$100
SAT Identification Media replacement due to theft (Police report required)	No Charge
Change of Name/ /Level of Access/Escort	\$35
SAT Identification Media Replacement Damage or Destroyed	\$35
SAT Identification Media (lost, stolen, unaccounted for)	\$150
Missed Appointment Fee	\$25

### **EXHIBIT H – BADGE AND ID REQUIREMENTS**

☐ Background Check:
There are two separate security background checks conducted as a result of the initial visit; the Criminal History Records Check (CHRC) and Security Threat Assessment (STA). All badge applicants will be enrolled in the Rapback program upon initial processing. Rapback provides the airport with continual updates of badge holders Criminal History.
In the interest of the security and safety of the traveling public and airport employees, the Aviation Department (City of San Antonio) reserves the right to be more stringent in the interpretation of the disqualifying offenses outlined in 49 CFR Part 1542.209 regarding the authorization to be issued or maintain possession of approved badge.
□ SIDA Training:
Once backgrounds are cleared the applicant must return to the Badge and ID Office and complete a computer-based SIDA training class. The SIDA class takes approximately 1-1 ½ hours to complete and the applicant must make a 100% on the final assessment to successfully complete this stage of the badging process. SIDA Training is offered in both English and Spanish and applicants must complete the training on their own.
☐ Badge Issuance:
The badge will be issued after the applicant successfully completes the SIDA Training and the CHRC and STA process is complete. It may take anywhere from five (5) business days to four (4) weeks before the applicant may be issued an Airport Identification Media (badge).
☐ Badge Termination/Recovery:
At the end of the contract, the contractor's Authorized Signatory is required to return all issued airport badges to the Airport Security - Badge and ID Office directly. They are to inform the Aviation Department division representative that managed the project or

At the end of the contract, the contractor's Authorized Signatory is required to return all issued airport badges to the Airport Security - Badge and ID Office directly. They are to inform the Aviation Department division representative that managed the project or contract that all badges have been returned before final payment for the work can be processed. Each badge that is not returned to Airport Security is subject to a non-returned badge fee. Lost or stolen security airport Identification Media must be reported immediately to Airport Security. Employers will be assessed and are responsible for paying the fee for any unaccountable badges for which they are the designated sponsor in the system. The contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge. All Badge fees can be found in the Airport Rules and Regulations. (Chapter 3 Division 10 – Rates and fees)

# Attachment "I"

#### BILL OF SALE

THAT, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, San
Antonio MTA, L.P. d/b/a Verizon Wireless, a Delaware limited partnership ("Seller"), hereby
sells, transfers, conveys, assigns and delivers to City of San Antonio, A Texas Municipal
Corporation ("Buyer"), to have and to hold for its own use and benefit forever, and Buyer
hereby purchases, accepts and acquires from Seller, pursuant to Ordinance No.
passed and approved on the day of, 2019,
all of Seller's right, title and interest in the furniture, fixtures, and equipment listed in Exhibit 1
(together, the "Personal Property") which is, as of the date hereof, located at the San Antonio
International Airport Complex located at 9800 Airport Blvd, San Antonio, Texas 78216 (the
"Premises"). The Premises is being licensed by Seller pursuant to that certain San Antonio
International Airport Complex Neutral-Host Distributed Antenna System ("DAS") License
Agreement dated as of, 2019 (the "License") approved in Ordinance No.

Buyer acknowledges and agrees that notwithstanding anything in the License to the contrary, including, without limitation, any obligation on the part of Seller to remove the Personal Property from the Premises and restore the Premises to its original condition upon the expiration or termination of the License, Buyer and Seller have agreed that the Personal Property shall remain at the Premises. Accordingly, Seller shall have no obligation to remove the Personal Property or otherwise restore the areas of the Premises within which the Personal Property is located. Buyer hereby accepts the Seller's surrender of the Premises in the condition as it exists as of the date hereof. Notwithstanding the foregoing, Seller will maintain the Personal Property for one (1) year from the date hereof.

As of the date hereof, Seller warrants to Buyer that: (i) Seller is the owner of the full legal and beneficial title to the Personal Property, (ii) Seller has the good and lawful right to sell the Personal Property, and (iii) good and marketable title to the Personal Property is hereby vested in Buyer. To the extent allowed by law, this is the only warranty that Seller makes with respect to the Personal Property.

Buyer acknowledges that the Personal Property (including associated supplies) may be regulated under laws relating to the protection of human health and the environment. Buyer further acknowledges that it is the Buyer's responsibility to comply with all applicable government regulations and to take all steps necessary to protect its employees and others who may be exposed to the regulated components of the Personal Property.

Buyer has had the opportunity to independently examine the Personal Property and to satisfy itself of the condition of the Personal Property. Buyer hereby accepts the Personal Property "AS IS" and at its own risk.

This Bill of Sale shall inure to the benefit of Buyer, its successors and assigns.

IN WITNESS WHEREOF, the parties delivered this day of	s have caused this Bill of Sale to be executed and, 2020.
SELLER:	BUYER:
San Antonio MTA, L.P. d/b/a Verizon Wireless	CITY OF SAN ANTONIO, a Texas municipal corporation
By: Verizon Wireless Texas, LLC Its: General Partner	
Ву:	Ву:
Name: Jacob Hamilton	Name: John Rodriguez
Title: Director - Network Field Engineering	Title: Assistant Director, ITSD
	APPROVED AS TO FORM:
	Andrew Segovia City Attorney

# Exhibit 1

# **The Personal Property**

One (1) Public Safety System as more fully described in the License dated as of \_\_\_\_\_\_\_, 2019, including the separate antenna system operating on the frequencies range from 806 MHz – 825 MHz and 851 MHz – 870 MHz for our 800 MHz; and 769 MHz – 775 MHz and 799 MHz – 805 MHz for our 700 MHz layer (InterOp), and the complete rebroadcast of 139 current channels.