

AGREEMENT FOR OPERATION OF
FOOD SERVICES CONCESSION AT
SAN ANTONIO INTERNATIONAL
AIRPORT

by and between

THE CITY OF SAN ANTONIO, TEXAS

and

R&J INTERNATIONAL COMPANY, DBA DUNKIN DONUT

INDEX

ARTICLE 1 -- Definitions	4
ARTICLE 2 – Grant of Concession.....	6
ARTICLE 3 – Term and Premises.....	7
ARTICLE 4 – Privilege Fees, Charges, Rent, and Accountability.....	8
ARTICLE 5 -- Privileges, Obligations, and Operational Standard	16
ARTICLE 6 – Maintenance and Repairs	21
ARTICLE 7 – Prohibitions on Contracts.....	25
ARTICLE 8 – Schedule of Operations	25
ARTICLE 9-Performance Guarantee	26
ARTICLE 10 – Assignment.....	26
ARTICLE 11 – Indemnification of City by Concessionaire	27
ARTICLE 12 – Insurance	28
ARTICLE 13 – ACDBE/Non-Discrimination.....	32
ARTICLE 14 – Waste or Nuisance	42
ARTICLE 15 – Trade Name.....	43
ARTICLE 16 – Environmental Compliance.....	43
ARTICLE 17 – Default by Concessionaire	45
ARTICLE 18 – Default by City	49
ARTICLE 19 – General Provisions	50

Table of Exhibits

Exhibit 1	Premises— Location
Exhibit 2	Monthly Report Forms
Exhibit 3	FAA Required Contract Provisions
Exhibit 4	Badging Requirements
Exhibit 5	City of San Antonio Aviation Department Standards and Specifications for Construction

**AGREEMENT FOR OPERATION OF FOOD SERVICE CONCESSION AT
SAN ANTONIO INTERNATIONAL AIRPORT**

This Agreement for Operation of Food Services Concession at San Antonio International Airport (“**Agreement**”) is entered into this _____ day of _____, 2019, by and between the **City of San Antonio** (“**City**”), a Texas Municipal Corporation acting by and through its City Manager, pursuant to Ordinance Number _____, passed and approved by the City Council on _____, and **R&J International Company, dba Dunkin Donut**, a Texas corporation, authorized to conduct business in the State of Texas, hereinafter called “**Concessionaire**”.

WITNESSETH:

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

WHEREAS, the City of San Antonio, as a service to the traveling public, desires to add a Dunkin Donut Food Services Concession in Terminal B of the San Antonio International Airport; and

WHEREAS, the City wishes to grant to Concessionaire the right to operate a Food Service concession under an agreement containing mutually satisfactory terms and covenants; and

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

ARTICLE 1 DEFINITIONS

"Additional Rent" means all costs and expenses that Concessionaire assumes or is obligated to pay to City under this Agreement in addition to Rents, including, but not limited to, -waste removal charges, Food Court charges, logistics charges, marketing fees, and storage fees.

“Airport” means San Antonio International Airport.

“ Airport Concessions Disadvantaged Business Enterprise” (“ACDBE”) is defined in Section 13.1.

“Airport Terminals” and **“Terminals”** mean the Terminal Buildings known as Terminal A and Terminal B and/or at other new terminals constructed at San Antonio International Airport.

“Allowable Exclusions” is defined in Section 4.1.4.2.

“Annual Audit Statement” is defined in Section 4.7.

"Applicable Law" means all applicable laws, ordinances, orders, directives, rules, codes and regulations of all Authorities and all grant assurances provided by City to any Authorities in connection with City's ownership or operation of the Airports, as the same may be amended, modified or updated from time to time.

"Authorities" means the United States of America, and any state, county, city or other local governmental or quasi-governmental authorities, or any department, office, or agency of the foregoing now existing or hereafter created.

"Aviation Director" or **"Director"** means the Director of the City's Aviation Department or his designee.

"BPA Process" means the City's Building Permit Application process.

"City Standards" means the Airport Rules and Regulations (Chapter 3 of the City code), the Airport Security Plan, as they now exist or may be amended from time to time.

"Commencement Date" means the date that City executes this Agreement.

"Concession Fee" is defined in **Section 4.1**.

"Concession Manager" means the natural person employed by Concessionaire to manage the day-to-day concession operations as further described in **Section 5.8** hereof.

"Contractual Charges" are charges for violation of various lease requirements as further described in **Section 4.6** hereof.

"Day" means calendar day of twenty-four (24) hours measured from midnight to the next midnight.

"Director" means the Aviation Director, or his designee, for the City of San Antonio.

"Designated Locations" means those locations at the Airport designated by the Director for transaction of Food Service operations by Concessionaire (**"Airport Designated Locations"**).

"DOT" means the United States Department of Transportation, and any federal agency succeeding to its jurisdiction.

"Effective Date" means the date that the respective documents are fully executed by all parties to the applicable agreement.

"FAA" means the Federal Aviation Administration.

"Fixed Improvements" means any addition, alteration, annexation or improvement which shall become affixed to the Premises which cannot be removed, modified or changed without damage to, or destruction of, either itself or any portion of the Premises.

"Force Majeure" is defined in **Section 19.12**.

"Gross Revenue" is defined in **Section 4.1..2.1**.

"Lease Year" means a period of 12 consecutive calendar months commencing the Premises has a Rental Commencement Date, and ensuing 12-month period, or fraction thereof, until the Agreement terminates.

"Monthly Revenue Report" is defined in **Section 4.2.1**.

"Operating Equipment" means any removable trade furniture, furnishings, equipment and fixtures that are fabricated furnished and installed by Concessionaire or furnished by City and used in Concessionaire's operations of the Premises.

"Percentage Rent" means the sum of money due City on account of City's share of Gross Revenue from all sales and revenues as hereinafter provided.

"Performance Guarantee" is defined in **Section 9.1**.

"Premises" is defined in **Section 3.3**.

"Rents" and "Rentals" means the amounts payable by Concessionaire to City including, Percentage Rent, and Additional Rent.

"SAIA-SSC" means the San Antonio International Airport Standard Specifications for Construction.

"Term" is defined in **Section 3.1**.

"TSA" means the Transportation Security Administration.

ARTICLE 2 GRANT OF CONCESSION

City hereby awards and grants to Concessionaire, and Concessionaire hereby accepts, the right and the obligation to operate a Food and Beverage Concession providing for the sale at retail of high quality gourmet coffee, bagels, donuts, other fresh-baked goods, sandwiches, salads and soups to the traveling public during the Agreement Term , and for no other purpose unless approved in writing by the Aviation Director. The concession rights and privileges granted and awarded to Concessionaire are expressly made subject to all of the terms, covenants and conditions of this Agreement. The privilege granted herein is for the operation of a Food Services Concession and for no other purpose, and does not extend to or encompass any other activity or area.

ARTICLE 3 TERM AND PREMISES

3.1 Term

This Agreement shall be effective and binding between the parties as of the Effective Date and shall terminate at midnight on the last day of the fifth Lease Year. (e.g. Concessionaire completes its build out according to schedule and store opens for business on October 13, 2019. The first Lease Year would commence on November 1, 2019 and the fifth Lease Year would end at midnight on October 31, 2025.) The Term shall be for five (5) years, unless earlier terminated pursuant to the provisions of this Agreement. At the sole discretion of the Director, the term may be extended for three (3) additional one-year terms.

3.2 LATE OPENING

Except as otherwise provided in **Section 19.12**, if Concessionaire fails to open for business 90 days after permitting, and permitting shall occur no more than 90 days after the Effective Date, and such failure shall be due to the fault of Concessionaire including, but not limited to, obtaining approval from the Director of the Concessionaire's plans to construct the Premises and obtaining any permits or certificates from the City, and not due to delays caused by the City for : (a) City's failure to timely approve or provide comments to Concessionaire's plans within 45 days after submittal by Concessionaire; provided, however, such plans strictly meet the requirements set forth in this Agreement; or (b) City's failure to timely deliver the Premises; then the parties agree that it is and will be impracticable to determine the actual damages suffered by the City. The parties have agreed that in order to compensate the City for its loss, Concessionaire shall pay a late opening fine at the rate of \$100.00 per day until the location opens.

3.3 PREMISES

3.3.1 In furtherance of its operations hereunder, and subject to the conditions set forth below, Concessionaire shall locate and operate a Food Services Concession , and any other facilities deemed required to provide the agreed upon services within the airport premises. All locations and service areas used for the operations of the Concession shall be agreed upon in advance and in writing between Concessionaire and City as shown in **Exhibit 1**, attached hereto and incorporated by reference ("**Premises**"). In the event that construction is required, certified plans for such Premises shall be delivered by Concessionaire to the Director for approval, not later than thirty (30) days after the execution of this Agreement. Construction of Premises shall be completed no later than sixty(60) calendar days after permitting, unless this construction period is extended, in writing, by the Director. The final plans for location, appearance and nature of all such Premises will be subject to the prior written approval of the Director, and Concessionaire shall not commence construction of, or begin operation from, such Premises until written approval has been obtained. All repairs, modifications and maintenance of any Premises

constructed or operated by Concessionaire shall be the sole financial responsibility of Concessionaire.

3.3.2 The City hereby licenses to Concessionaire and Concessionaire hereby accepts for occupancy as the Premises the footprint location designated for placement of each part of the operation in accordance with **Subsection 3.2.1** above, subject to the terms and conditions of this Agreement and any rules and regulations promulgated by the Airport for the use of the Premises.

3.3.3 The parties specifically agree that any or all Premises required or allowed pursuant to **Subsection 3.2.1** herein may be relocated upon prior written notice to Concessionaire from the Director, when such relocation is deemed necessary or advisable by the Director due to operational requirements, or for other reasons deemed by the Director to be in the best interests of the traveling public or Airport operations. If such move is requested for the convenience of the City, City shall reimburse Concessionaire for any unamortized costs associated with the move. If such move occurs at Concessionaire's request, Concessionaire shall bear the full cost associated with the move.

3.4 HOLDING OVER

Any holding over after expiration of the Term with the consent of the Director shall be construed to be a tenancy from month to month pursuant to the terms hereof at one-twelfth (1/12th) of the monthly payments required to be paid by Concessionaire (as established for a Lease Year under **Section 4.1.1** hereof, and shall be on the same terms and conditions as herein specified so far as applicable.

Without City waiving any rights, any other holding over shall be construed to be a tenancy from month to month pursuant to the terms hereof at one-twelfth (1/12th) of an amount equal to one hundred fifty percent (150%) the monthly payment that would otherwise be required, and shall be on the same terms and conditions as herein specified so far as applicable. In the event of such hostile holdover, City shall be entitled to reenter the Premises at any time in order to retake possession of the same. Concessionaire shall indemnify, defend and hold harmless the City from and against any and all loss, claims, demands, liabilities, damages, costs and/or expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Concessionaire to surrender the Premises in the manner and condition required by this Agreement upon the expiration of the Term or earlier termination of this Agreement, including, without limitation, any claims made by any proposed new concessionaire founded upon such failure.

ARTICLE 4 PRIVILEGE FEES, CHARGES, RENT, AND ACCOUNTABILITY

4.1 CONCESSION FEE

4.1.1 Percentage Fees

Concessionaire shall pay Percentage Fee to the City monthly without prior notice or demand within 15 days after the expiration of each calendar month. Percentage Fee shall apply at all times during the term of this Agreement.

Percentage Fees are as follows (“**Percentage Fees**”):

Revenue Category	Year 1	Year 2	Year 3	Year 4	Year 5
GROSS REVENUE	10%	12%	14%	16%	18%

Percentage Fee is agreed to be the total consideration for the City to enter into this Agreement. If Concessionaire fails to continuously operate its Food Service Concession, keep the required hours or vacates the Premises prior to the expiration of the Term, the City will suffer damages not readily ascertainable. The City shall have the right to treat any of such events as a material default and breach by Concessionaire and the City shall be entitled to all remedies provided hereunder or at law.

4.1.2 GROSS REVENUES

4.1.2.1 “Gross Revenues” shall include the following:

- (a) All receipts and revenues of every kind and character derived from, arising out of, or payable on account of the Food Service Concession operation conducted by Concessionaire at the Airport under this Agreement, whether such sales are evidenced by cash, credit or debit card (after deduction for commissions, discounts and refunds, but without any deduction for credit/debit card fees, if any, charged by credit card company to Concessionaire) exchange or otherwise, including, but not limited to, net revenue from all Food Service operations and any value-added services shall be subject to the Concession Fee set forth in 4.1.3;
- (b) All revenues and charges to third parties for any other item or service related to, derived from, or arising out of Food Service Concession operations of Concessionaire, regardless of where or by what method such items or services are sold.

4.1.2.2 Excluded from “Gross Revenues” are amounts received from any of the following sources (“**Allowable Exclusions**”):

- (a) The amounts of any sales tax or similar tax imposed by any federal, state, or municipal governmental authority, added to the selling price of Food Services Concession or related items, and paid directly by Concessionaire to such governmental authority, whether currently or hereinafter levied or imposed;

(b) Amount of gratuities paid or given by patrons of Concessionaire to employees of the Concessionaire;

(c) Receipts from the sales of uniform or clothing to the Concessionaire's employees where such uniforms are required to be worn by such employees;

(d) Receipts received by Concessionaire from operators and independent contractors for system use fees, vehicle leases payments, insurance payments, etc.

4.1.2.3 There shall be no offset from Gross Revenue for the "cost of doing business." Cost of doing business items include, but are not limited, to the following Franchise taxes, or other taxes levied on Concessionaire in connection with its Food Service Concession operations, concession activities, facilities, equipment or on real or personal property, unless otherwise provided in the definition of "Gross Revenue".

4.1.3 ABATEMENT OF PERCENTAGE FEES

If during the term of this Agreement, through no fault of Concessionaire, either or both of the conditions listed in Subsections (a) and/or (b) below should occur, the Percentage Fee set forth above shall be abated, and Concessionaire will pay to the City a pro-rata reduced percentage of the of monthly Gross Revenue in lieu of the Percentage Fee, as well as all other applicable sums set forth in this Agreement:

(a) The number of monthly passengers deplaning on scheduled airline flights at the Airport shall be less than seventy-five percent (75%) of the number of deplaning passengers as compared with the same month during the first year of the term of this Agreement, the Concession percentage shall be reduced by the amount of the percentage decrease.

(b) The business of Concessionaire authorized hereunder shall be affected by shortages or other disruptions in the supply of vehicles, gasoline or other goods necessary for the operation of Concessionaire's business which results in a twenty-five percent (25%) or greater reduction in monthly Gross Revenue of Concessionaire hereunder as compared with the same month during the first year of the Term of this Agreement. The Concession percentage shall be reduced by the amount of the percentage decrease.

4.2 REVENUE REPORTS AND PAYMENTS

4.2.1 Monthly Revenue Reports and Payments

From the Effective Date until the end of the month following the final month of the Term, Concessionaire shall, on or before the fifteenth (15th) day of each month, submit to City a monthly revenue report ("**Monthly Revenue Report**") in the form of **Exhibit 2** attached hereto (which may be amended by City from time to time) that details the total Gross Revenue for such preceding month. The Monthly Revenue Report shall also list

any Allowable Exclusions from Gross Revenue, itemized separately with corresponding dollar amounts. The Monthly Revenue Report shall be signed by an authorized official of the Concessionaire certifying that Gross Revenue and exclusions are reflected in accordance with the terms of this Agreement. The Monthly Revenue Reports shall be sent to the Remittance Address set forth in **Section 4.4**.

With each Monthly Revenue Report the Concessionaire shall remit to the City the Percentage Fee as calculated per **Section 4.1.3** above.

4.2.2 Annual Reports and Payment

On the fifteenth (15th) day of the month following the end of each year of the Term, Concessionaire shall pay to the City at the Remittance Address set forth in **Section 4.4** the balance of the fees and charges, if any, due to the City for the preceding period on account of the percentage payment provisions hereof, it being understood that the fees and charges, though payable monthly, shall be computed on an annual basis, except where expressly stated otherwise. If any credit is due to Concessionaire, such credit shall be given only after the City has received the Annual Audit Statement which is required under **Section 4.7**. Such credit, if any, shall be given within thirty (30) days of the date the City reviews and approves a credit, such approval shall not be unreasonably withheld.

4.2.3 Analysis of Operations. The Monthly Revenue Reports and Annual Reports prepared by Concessionaire shall also provide an analysis of operations, which shall include the following data:

- i. total Gross Receipts and Concessionaire shall calculate such Gross Receipts per square foot of Floor Area in the Premises;
- ii. sales by general product category and location;
- iii. total number of transactions per location;
- iv. average dollar amount per transaction per location;
- v. sales variance analysis as compared to the immediately prior lease month and/or Lease Year; and
- vi. sales time distribution if requested by the Director.

(a) The Director may make reasonable changes to the form of the Monthly Revenue Reports or Annual Reports from time to time upon 30 days prior notice to Concessionaire.

(b) In addition to payment of the Contractual Charges specified in **Section 4.6** within 10 days of written demand therefor by the City, if Concessionaire fails to furnish City with the Monthly Revenue Report required above, Concessionaire's monthly sales shall be determined by assuming that the total sales during the preceding month were one hundred fifty percent (150%) of gross sales for the highest month in the preceding 12-month period. Any necessary adjustment in such Percentage Rent shall be calculated after an accurate report is delivered to the Director by Concessionaire for the month in question, and resulting surpluses or deficits shall be applied to Concessionaire for the next succeeding month. This remedy shall be in addition to other remedies provided herein or by law to the City.

(c) If Concessionaire fails to furnish to the Director an Annual Report as required above, the Concessionaire shall pay within 10 days of written demand therefor by the City the Contractual

Charges specified in **Section 4.6**, until the Annual Statement is delivered to Director by Concessionaire. This remedy shall be in addition to other remedies provided herein or by law to the City.

(d) In the event the City institutes a digital reporting system, Concessionaire shall utilize such digital reporting system and enter and/or upload sales data into the system as requested.

4.3 CONCESSION MARKETING FUND

City shall cause to be provided a central marketing and promotional program which, in the City's sole judgment, will serve to promote the overall concession program and facilities in the Airport. Concessionaire, along with other concession facility operators will contribute to the fund for this program, which shall be known as the Concession Marketing Fund. Concessionaire, from and after the Effective Date, shall contribute during each month, as Concessionaire's share to the Concession Marketing Fund, and pay to the City as Additional Rent, an amount equal to one half of one percent (0.5%) of Concessionaire's monthly Gross Receipts. This amount is payable to the City and must be paid no later than the 15th day following the end of each Lease Month. The City shall not be obligated to expend more for marketing and promotional programs than is actually collected from Concessionaire and other concession facility operators in the Airport. Any services and personnel so provided shall be under the exclusive control and supervision of the Director, who shall have the sole authority to employ and discharge personnel, retain third party independent contractors and to establish all budgets with respect to the Concession Marketing Fund. The primary purpose, but in no way a limitation, of the Concession Marketing Fund, will be used to fund intra-Airport promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Airport, such as customer surveys, "secret shopper" programs and sales technique seminars or on any other items that may enhance the user's overall experience in the Airport, and a Customer Loyalty Program, if instituted by City. The City shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. The City reserves the right at any time to terminate the Concession Marketing Fund and, in such event, shall notify Concessionaire in writing. Thereafter, in the event of such termination, Concessionaire shall no longer be obligated to make any further contributions to the Concession Marketing Fund and any remaining funds previously contributed to the Concession Marketing Fund shall be used by the City to promote the overall concession program and facilities within the Airport. If the City opts to institute a Customer Loyalty Program at any time during the pendency of this Concession Agreement, Concessionaire shall participate with this program exclusively.

4.4 REMITTANCE ADDRESS

All non-electronic fund transfer payments required herein shall be tendered to:

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

("Remittance Address"). The Remittance Address for payment may be changed at any time by the Aviation Director upon ten (10) days prior written notice to Concessionaire. Concessionaire assumes all risk of lost payments if payments are made by mail.

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

4.5 TIME OF PAYMENT

The following sets forth the time of Concessionaire payments of Rentals, fees, and charges to City which shall all be paid without deduction or setoff:

(a) The Additional Rent as applicable but excluding Marketing Fees shall be due and payable, without deduction or setoff, in monthly installments in advance on or before the first day of each month.

(b) Percentage Rent and Marketing Fees for each month of operations shall be due and payable without deduction or setoff by the fifteenth (15th) day of the month for the prior month.

(c) Miscellaneous, Contractual, and/or Late Payment Charges shall be paid by Concessionaire within ten (10) days of transmittal of an invoice or other writing by City or in conformance with procedures established by Director.

4.6 LATE PAYMENT, LATE REPORTING FEES AND CONTRACTUAL CHARGES

All rentals and payments unpaid for thirty (30) days after the date due shall bear interest at the rate of eighteen percent (18%) per annum which interest shall accrue from the date due; however, in no event shall the interest rate charged exceed the maximum rate allowable by law. The fee for late reports required under this Agreement shall be \$100.00 per month. The City and Concessionaire recognize that the damages which City will suffer as a result of Concessionaire's failure to timely pay amounts due hereunder are difficult or impracticable to ascertain, and agree that such interest and late charge are a reasonable approximation of the damages which City will suffer in the event of Concessionaire's late payment or late tender of required reports. This provision shall not relieve Concessionaire from payment of amounts due hereunder at the time and in the manner herein specified. The following contractual charges shall also apply:

- a) Late submission of lien waivers, lien releases, certificates of occupancy or required as-built drawings--\$500.00 per month until all statements of construction cost documents are submitted.
- b) Failure to remove objectionable item--\$50.00 per day until item removed.
- c) Failure to operate during required hours--\$500.00 per day for each violation.
- d) Failure to comply with law or regulation concerning cleanliness, safety, occupancy, operation or use of premises--\$150.00 per day until compliant.

4.7 ACCOUNTING PROCEDURES

The Concessionaire shall keep full and accurate books and records showing all of its Gross Revenue, including but not limited to all pertinent original records and accounts to show daily receipts from all sales made in connection with the operation of the Food Service Concession.

Concessionaire shall maintain its books and records in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the City for the determination of any and all sums owing by Concessionaire under the Agreement, and information necessary for verification of invoices and payments for any reimbursement requests, or other computations, or both, which may be necessary or essential in carrying out the terms of this Agreement. The City shall have the right through its representatives, and at all reasonable times, to inspect and audit Concessionaire's books and records. The Concessionaire agrees that all such records and instruments are and will be made available to the City of San Antonio for at least a four-year period following the expiration or termination of this Agreement; provided, however, that the City may (prior to the expiration of the relevant retention period) require that any such records be retained for a longer period of time not to exceed an additional two (2) year period, in which case Concessionaire, at its option, may deliver such records into the custody of the City.

4.8 CONCESSIONAIRE AUDIT

Within one hundred twenty (120) days after the end of each year of the Term, Concessionaire, at its own expense, shall provide to City an audited annual accounting statement of the Concessionaire's Gross Revenue and Concession Fees due City for such year ("**Annual Audit Statement**"). The Annual Audit Statement shall be prepared in accordance with generally accepted accounting principles applicable to private entities. Such audit shall be accompanied by a written statement signed by the Concessionaire's CEO, or such other executive officer signing the Annual Statement, and shall include an opinion on whether the statement of Gross Revenue and Concession Fees has been completely and accurately presented, calculated and reported according to the terms of this Agreement, and whether Concession Fees due City have been completely and accurately calculated and paid according to the terms of this Agreement. Such Annual Audit Statement shall also contain a list of the Gross Revenue as shown on the books and records of Concessionaire which were used to compute the Percentage Payments made to City during the period covered by the statement. This obligation shall survive termination of this Agreement. If the Annual Audit Statement shows that Concessionaire owes a balance of fees or charges, such fees and charges shall be delivered at the same time as the written audit. Concessionaire shall pay a late fee of \$100.00 for each month that it fails to deliver an Annual Audit Statement. If as a result of Concessionaire's audit, it is determined that additional funds are due the City, City reserves the right to require the Concessionaire to pay to the City interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid, or the maximum allowable rate under law.

4.9 CITY INSPECTION AND AUDIT OF BOOKS AND RECORDS

The City shall be allowed to inspect and audit Concessionaire's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times, upon prior written notice to Concessionaire for the period of time that Concessionaire is obligated to maintain books and records as set forth in **Section 4.7** above. The City shall specifically be entitled to inspect and audit any records necessary to complete the audit in a manner consistent with generally accepted accounting principles. Concessionaire agrees to provide appropriate workspace to conduct the audit and free access to copiers, fax machines and other needed office equipment. Concessionaire shall provide contact information for Concessionaire's accounting manager or the like who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will be available to the City during

any such audit. The cost of such audit shall be borne by the City unless the results of such audit reveal a discrepancy of more than three percent (3%) for any twelve (12) month audit period. In the event of such discrepancy, the full cost of the audit shall be borne by the Concessionaire, and Concessionaire shall promptly pay all additional fees owing to the City together with interest on such sums from the date originally due until the date paid. Any additional Percentage Fees due shall forthwith be paid by the Concessionaire to the City with interest thereon at eighteen percent (18%) per annum from the date such item was due and payable until paid, or the maximum allowable rate under law. Such interest shall not accrue with respect to disputed items being contested in good faith by Concessionaire. If, however, as a result of the City's audit, it is found that Concessionaire has overpaid any amounts, the City shall credit Concessionaire the amount of such overpayment within thirty (30) days of issuance of the City's final audit report.

4.10 BOOKS AND RECORDS OUTSIDE SAN ANTONIO REGION

In the event that Concessionaire's books and records are not maintained in the San Antonio region, they shall be made available for audit locally within twenty (20) business days of a written request by the City, or Concessionaire shall pay in full any and all travel related expenses incurred by the City to travel to the location outside the San Antonio region.

4.11 ELECTRONIC DATA

In those situations where Concessionaire's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Concessionaire agrees to provide extracts of data files in a computer readable format on data disks, e-mail with attached files, or suitable alternative computer data exchange formats.

4.12 MISCELLANEOUS CHARGES

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

(a) Employee Parking. The City, while providing parking facilities at the San Antonio International Airport to Concessionaire's employees in common with employees of other concessionaires and users of the Airport, retains the right to institute a reasonable charge for the privilege of using these parking facilities. Employee parking of personal vehicles is not allowed in any public parking areas. Such charges shall require a non-refundable deposit for the parking card(s) and will require that a valid credit card remain on the account file for the automatic payment of the monthly charges. These shall be handled separately from the revenue Reports and Payments and shall not be considered an allowable expense.

(b) Identification Security Badges. There are currently no badging requirements for the employees of vendors or contractors who work only in public areas of San Antonio International Airport. If public area badging requirements are established for such employees during the term of this contract, the Concessionaire shall conform to the requirements within the timelines established for implementation and shall thereafter provide, at any time requested by City, validation that all employees have obtained the required badge. Concessionaire shall pay such charges at the time incurred. Employees working within the secure area of the airport, shall adhere to all badging requirements contained in **Exhibit 4**, attached hereto.

(c) Maintenance and Repairs Performed by the City. If the City is required to perform any emergency and other routine maintenance and repairs to the Premises, the cost of all labor and materials required to complete the work will be paid by Concessionaire to the City within ten (10) days following written demand from the Director for said reimbursement payment at the City's standard rates then in effect plus any overhead which may be reasonably determined by the Director. Such charges shall be evidenced by an invoice from the City and shall be promptly paid to the City, with payment to be made directly at the office of the Aviation Director at the Airport at such intervals as shall be demanded by the City from time to time.

(d) Use of Airport Owned and Provided Property. If the City has available materials, tools, office space, or any other space which the Concessionaire can use for providing other services which is not designated as Premises additional fees may apply for the rent or use of that space.

(e) Storage Premises.

If available, commencing on the date of actual delivery of the Storage Premises, Concessionaire shall pay as Additional Rent, the amount set forth in the related Storage Premises Lease or other written document as determined by the City from time to time and thereafter all of the terms, provisions and conditions of Concessionaire's use and occupancy of the Premises set forth herein shall apply fully to Concessionaire's use and occupancy of the Storage Premises and for all purposes of this Agreement, the Premises shall be deemed to include the Storage Premises. The City has the right at any time, in its reasonable discretion, to designate alternative Storage Premises. In the event of the relocation of the Storage Premises, Concessionaire shall be solely responsible for all moving and other costs related thereto. Additional Rent for the Storage Premises shall be payable in equal consecutive monthly installments in advance on or before the first day each month, without prior demand or notice. If delivery occurs on a date other than the first day of a month, the Additional Rent for the Storage Premises shall be prorated on a daily basis for any such partial month.

4.13 TITLE TO CITY'S COMPENSATION

Immediately upon Concessionaire's receipt of monies from doing business under this Agreement, including the sale of food, beverages, merchandise and/or services that it is authorized to sell under the terms of this Agreement, the percentages of said monies belonging to City shall immediately vest in and become the property of the City. Concessionaire shall be responsible as trustee for said monies until the same are delivered to City.

ARTICLE 5 PRIVILEGES, OBLIGATIONS, AND OPERATIONAL STANDARDS

5.1 OPERATION OF FOOD SERVICE CONCESSION

The rights and privileges granted herein are for the exclusive operation of a first-class Food Service Concession. Concessionaire shall have the right to utilize employees, independent contractors and / or subcontractors for the operation of its facility.

5.1.1 If any service or commodity that is not specifically named herein is offered to the public by Concessionaire as a part of, or incident to, its operations under the rights

granted herein, and such service or commodity, in the Director's sole judgment, is not within the scope of the rights granted herein, Concessionaire will, no later than five (5) calendar days following receipt of written demand from the Director, cease and desist from any further offer or sale of such service or commodity.

5.1.2 In its provision of Food Service Concession operations, Concessionaire shall have the right of ingress and egress over Airport roadways, subject to any rules and regulations which have been established or shall be established in the future by the Airport, the City of San Antonio, the State of Texas, or the United States Government.

5.1.3 Except as indicated elsewhere in this Agreement, Concessionaire shall provide its own Information Technology (IT) services, equipment, maintenance and repair, as needed.

5.1.4 Concessionaire agrees to accept at least two (2) nationally recognized credit cards for payment of purchases made at the Premises and Concessionaire shall offer all of its customers shipping of purchased products at cost. Concessionaire agrees to provide the ability for customers to pay with Mobile payments that use NFC (near-field communication) to power contactless payments. Concessionaire shall not abandon or permanently vacate the Premises without the prior, advance written approval of the Director. For purposes hereof, "abandonment" shall mean closing the Premises to public trade for five (5) or more consecutive days, unless other provisions hereof permit such closing.

5.1.5 Notwithstanding the requirements set forth herein, the Director shall have the right to make reasonable objections to the number or quality of sales staff used by Concessionaire, the prices for merchandise and products sold or services rendered, the number or quality of articles sold or services rendered, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Concessionaire agrees to take reasonable steps to promptly comply with the Director's reasonable objections. The Director shall be the sole judge of which hours and days shall be Terminal concession business hours and days.

5.1.6 Any area occupied by Concessionaire and all equipment and materials used by Concessionaire shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of the City and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Concessionaire shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis

immediately before each use thereof. All knives shall be stored and maintained in accordance with TSA regulations.

5.1.7 From time to time and as often as required by the City, Concessionaire shall conduct pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises. Concessionaire shall keep in proper functioning order all firefighting equipment on the Premises and Concessionaire shall at all times maintain on the Premises adequate stocks of fresh, usable chemicals for use in such system and apparatus. Concessionaire shall notify the City prior to conducting such tests. If requested, Concessionaire shall furnish the City with copies of written reports of such tests.

5.1.8 No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.

5.1.9 Concessionaire shall not permit the installation or operation of any coin operated or vending machines or pay telephones in the Premises, including, but not limited to, sales of entertainment event tickets and lottery tickets, pre-paid telephone calling cards and reservations for ground transportation, hotels or other lodging.

5.1.10 Concessionaire shall not sell or display any merchandise and products or service except within the areas outlined in the SAIA-SSC unless such sale or display shall be expressly approved by the Director, in writing, except that Concessionaire shall be permitted to display merchandise and products in the display windows, if any. Concessionaire shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display and sale of merchandise, products or services in any areas outside of the Premises without the Director's advance written approval, which approval may be withheld in the Director's sole discretion. Concessionaire shall not store anything in service or exit corridors.

5.1.11 All receiving and delivery of goods and merchandise and products for the Premises, and all removal of merchandise and products, supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of or in the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of merchandise and products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other Public Areas, nor may such items or devices in non-Public Areas be visible from Public Areas of either the Premises or the Terminal. Concessionaire shall be solely responsible for prompt disposal within the Premises or in such areas as may be provided for such disposal of all trash and debris from the Premises.

5.1.12 Concessionaire shall not use or permit the use of any portion of the Premises for any unlawful purposes or for any purpose not specifically permitted in **Article 5**. Concessionaire shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located

and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal.

5.1.13 Concessionaire, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to the Director at such intervals as the City may require.

5.1.14 Concessionaire agrees that after it has taken delivery of the Premises, it will contact the Airport Concessions Manager on all operational matters pertaining to its occupancy including but not limited to the following areas: (a) hours of operation, (b) employee parking and security requirements, (c) customer inquiries and complaints, (d) facility maintenance issues, (e) utility services, and (f) staffing issues.

5.2 SALES FACILITIES

5.2.1 Concessionaire Modification of Premises Requests for modifications to the Premises location(s) and/or appearance, and the justification therefor, shall be submitted by the Concessionaire, in writing, to the Director. Any such alteration in location(s) and/or appearance will be permitted only upon receipt by Concessionaire of the written approval of the Director. Any modifications requested by Concessionaire shall not be effective until revised plans have been marked "Approved" and signed by the Director.

5.2.2 Signs Concessionaire shall not install any signs on Airport Property unless approved in writing by Director, subject to all applicable permitting requirements.

5.2.3 Security Cameras Concessionaire may install security cameras in any premises location upon approval from the director providing that the airport is granted a direct feed from those cameras installed and the placement of such cameras is not in conflict with any other cameras that the airport controls. It is recommended that the concessionaire work with our current system integrator to accomplish this goal as the Airport may be able to reciprocate and provide access to current camera views that are deemed applicable to the Concession operation providing this is not in conflict with the Airport Security requirements. .

5.4 STANDARDS OF SERVICE Concessionaire, its representatives, agents, and employees, in the operation of the Food Service Concession, shall maintain the highest degree and standard of service, and a courteous, polite and inoffensive demeanor.

5.4.1 Conduct of Representatives Concessionaire shall, at all times, control the conduct, demeanor and appearance of its officers, agents, employees and representatives. Concessionaire shall not permit its agents, servants or employees to engage in solicitation or "hawking" of its services on the grounds of the Airport or the public right-of-ways of the City of San Antonio. Concessionaire shall not employ or retain any person who uses offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminals and/or Airport. Concessionaire also agrees not to divert or allow or cause to be diverted any business from the Terminals, any

other service provider and/or Airport. Concessionaire shall not give samples, approach customers, distribute handbills or other advertising matter or otherwise solicit business in the parking or other public areas or any part of the Terminals or the Airport. In the event Concessionaire violates the foregoing, Concessionaire shall, at Concessionaire's sole cost and expense, be responsible for clearing the area of any such materials so distributed by Concessionaire, its agents or employees. Upon written notification from the Director concerning the conduct, demeanor, or appearance of any of Concessionaire's officers, agents, employees or representatives, Concessionaire shall, no later than five (5) calendar days following receipt of Director's notification, take all steps necessary to remedy the cause of the objection. Concessionaire shall not provide consideration of any kind or character, to anyone, to encourage use of its services.

5.4.2 Personnel Appearance

When on duty, all of Concessionaire's employees and representatives who deal with passengers shall maintain a clean, neat and well-groomed appearance and shall wear seasonably appropriate uniforms or professional dress and identification badges or pins identifying themselves as employees or representatives of Concessionaire, or appropriate attire as established by Concessionaire with Concessionaire's logo conspicuously displayed. Concessionaire's employees and representatives shall wear an Airport badge if required. Concessionaire's employees may not traffic in, use or possess at the Airport alcohol, illegal drugs, controlled substances, or firearms. Concessionaire shall closely monitor its employees to insure consistent, high quality first-class service. The Aviation Director reserves the right to direct the removal from the Airport of any Concessionaire employee or representative who fails to consistently meet acceptable standards of decorum or who violates the provisions of this Agreement.

5.5 City Codes and Standards

Concessionaire shall abide by City Codes and Standards and City's decisions and operational orders regarding operations, activities, safety and security matters and general use of the Airports.

5.6 Fair and Equal Provision of Service

The Concessionaire shall furnish all services authorized under this Agreement, on a fair, equal and non-discriminatory basis to all persons or users thereof and shall not refuse service to any person, unless such person is intoxicated or otherwise is deemed, in the reasonably exercised judgment of the Concessionaire's employee, to be a threat to the safety and welfare of other customers, drivers or employees of Concessionaire.

5.7 Sufficient Trained Personnel

Concessionaire shall employ a sufficient number of trained personnel to handle customer service and office and administration duties necessary for the efficient and effective operation of Concessionaire's Food Service Concession. Concessionaire shall train all of its employees in the proper operation of its business and compliance with Applicable Laws, City Standards, the

provisions of this Agreement, and the provision of good service to customers. Concessionaire shall ensure that all employees, Concessionaires and agents conduct themselves in a professional and courteous manner at all times.

5.8 Concession Management

The operation of Concessionaire's Airport Food Service Concession shall be supervised at all times by an active, qualified, competent manager on duty or a qualified assistant manager on duty ("Concession Manager"), who shall have full authority to make day-to-day business and operational decisions.

5.9 Airport Security

Employees, agents and representatives of Concessionaire shall comply with the Airport Rules and Regulations and the Airport Security Plan to the extent applicable and all other applicable airport security regulations as adopted or required by the TSA or other Authorities from time to time. If a breach of the Airport Security Plan or such other airport security regulations occurs as a result of the acts or omissions of an employee, agent, representative, Concessionaire or subcontractor of Concessionaire in any manner or form at any time during the Term, Concessionaire immediately shall remedy such breach or assist City, the TSA or other Authorities in remedying such breach, regardless of the circumstances. City reserves the right to take whatever action City determines to be necessary to remedy any such breach in the event Concessionaire fails immediately to do so. Concessionaire shall maintain the integrity of the controlled access security system of the Airport for the Concession Term. Concessionaire also shall take such steps as may be necessary or directed by City to ensure that its subtenants, invitees and guests observe the requirements of this section.

5.10 Concessionaire Responsible

Concessionaire shall obtain all licenses/permissions necessary for, and pay all costs and expenses incurred with respect to, the operation of the Food Service Concession, it being understood and agreed that City shall not, except as specifically set forth in this Agreement, be required to furnish services of any nature with respect to the operation of the Food Service Concession, and Concessionaire hereby assumes full and sole responsibility for the supply and payment for all licenses, services and operational costs. This includes, without limitation, all taxes, permit fees, license fees and assessments lawfully levied or assessed upon Concessionaire.

ARTICLE 6 MAINTENANCE AND REPAIRS

6.1 City's Maintenance and Repairs

The City shall keep and maintain the Terminal property, which is not part of the Premises, and the roof (excluding any skylights, Concessionaire installed rooftop HVAC units and/or roof penetrations made by Concessionaire, any of which shall only be permitted with the Director's prior written consent), structural elements and structural foundation and the exterior surface of the exterior walls of the building in which the Premises is located (exclusive of storefronts, doors, door frames, door checks, other entrances, windows or window frames which are part of the Premises or which are not part of the Public Areas of Terminal), the Public Areas of the Terminal adjacent to the Premises in good repair, except that the City shall not be required to undertake any maintenance or repair required or occasioned by any act, negligent act or omission to act of Concessionaire, its agent, employees, licensees, contractors or subcontractors or caused

by any alteration, addition, construction or improvement by Concessionaire, its agents, employees, licensees, contractors or subcontractors. Such maintenance of the Terminal required by the City herein shall be maintained in a condition which the City determines for the proper operation thereof, determined in the City's sole discretion. The City shall not be called upon or required to make any other improvements or repairs of any kind upon the Premises and appurtenances, except as specifically required under this Agreement. In no event shall the City be liable for any damages, whether consequential damages or otherwise or lost profits claimed to be caused by any failure of maintenance or repair by the City and nothing contained in this Section shall limit the City's right to reimbursement from Concessionaire for maintenance costs, repair costs and replacement costs confirmed elsewhere in this Agreement.

6.2 Concessionaire's Maintenance and Repairs

Except as provided in **Article 6**, Concessionaire, at its sole cost and expense, shall keep and maintain in a first-class appearance, reasonable wear and tear and damage by fire and other casualty excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Concessionaire pursuant to Construction of Premises, Alterations, changes and additions, and conduct of business by concessionaire, and **Exhibit 5**, the SAIA-SSC.

Concessionaire shall also keep and maintain the Premises in accordance with applicable City regulations and all directions, rules and regulations of the applicable health, fire and building inspector officials or other proper officials of governmental agencies having jurisdiction. Concessionaire shall comply with all requirements of laws, ordinances and otherwise affecting the Premises at Concessionaire's sole cost and expense, including complying with the requirements of any insurance underwriters, inspection bureaus or similar agencies designated in writing by the City upon suitable notice. Concessionaire shall promptly undertake and complete diligently any repair, replacement or maintenance to any of the foregoing as may be considered reasonably necessary by the City with materials and labor reasonably approved by the City. At the end of the Term or upon the earlier termination of this Agreement, Concessionaire shall surrender the Premises broom-clean and in good order, condition and repair, reasonable wear and tear and damage by fire, loss or other casualty not covered or required to be covered by Concessionaire's insurance or not otherwise attributable to Concessionaire's fault or negligence excepted.

Concessionaire's maintenance and repair of the Premises includes all of the following duties, to be performed at Concessionaire's sole cost and expense:

- i. Install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by the Director, fire marshal official and any agency having jurisdiction thereof or by the insurance underwriter insuring the Terminal;
- ii. Obtain the Director's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and contractor performing any such repair and replacement;
- iii. At all times, Concessionaire shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in good condition. Concessionaire shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary, and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by the Director to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced by Concessionaire as necessary;
- iv. Provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations reasonably determined by the Director. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Concessionaire shall also furnish custodial services for the Premises. Piling of boxes, cartons, containers or other similar items in the Public Areas or in the Premises is not permitted;
- v. With respect to utility systems and lines servicing the Premises,
 - 1) in areas where they serve other areas in the Terminal in addition to the Premises, Concessionaire shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises,
 - 2) where utility systems and lines are installed by Concessionaire and solely for its use, Concessionaire shall solely be responsible for the maintenance, repair and replacement thereof from the Premises up to the City - maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate,
 - 3) Concessionaire on a regular basis as reasonably required by the Director from time to time shall have sole responsibility for the maintenance, repair and replacement, as necessary, of all electrical, grease traps, exhaust systems, cooking and refrigerant apparatus, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels, waste water and sewage disposal lines and associated equipment located within or exclusively serving the Premises;
 - 4) When operating a food and beverage enterprise, Concessionaire shall keep its grease lines clean and in good working condition. Concessionaire, at Concessionaire's sole cost, shall ensure the grease traps are inspected and cleaned at least once every month and shall provide to City a monthly report to that effect;
- vi. Concessionaire shall provide a comprehensive preventive maintenance program for

everything that it is responsible for maintaining and submit the same to the Director and shall maintain such program on a current basis and provide evidence to the Director from time to time by submission of paid invoices. Upon approval by Director of said maintenance program, as may be updated from time to time, the program shall automatically become **Exhibit 3** to this Agreement. Concessionaire shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to the City in accordance with the City's regulations and as promptly as possible after discovery and provide timely notice to the City as required by this Agreement with respect to maintenance; and

- vii. All repairs, replacements and maintenance by Concessionaire hereunder shall comply with all of the applicable provisions of the City's BPA process, as the same may be amended from time to time by the City in its sole discretion, shall be performed in accordance therewith and with the applicable provisions of the SAIA-SSC and shall be subject to the City's prior written approval (except in the case of emergencies when only prior notice to the City shall be required), such approval to be determined in the City's sole discretion.

All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship, the City shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the SAIA-SSC, the City's BPA process or the general character and design of the Terminal.

6.3 Rights of the City

If at any time Concessionaire shall fail to comply with any of its obligations under **Section 6.2** hereof, the City reserves the right to perform and complete such maintenance, repairs, replacements or alterations after reasonable notice to Concessionaire of its default thereunder and Concessionaire's failure to timely cure the same, and charge back to Concessionaire the full cost thereof for such work performed on behalf of Concessionaire. The City, during Concessionaire's business hours and with prior reasonable notice to Concessionaire (if such notice is possible and does not interfere or limit City's exercise of its governmental functions or powers), may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Concessionaire. Further, the City reserves the right to interrupt, temporarily, all utility services provided by the City when necessary to make repairs, alterations, replacements or improvements in such systems. The City shall not have any responsibility or liability to Concessionaire (including consequential damages and lost profits) for failure to supply heat, air conditioning, all other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency as a result of strikes, accidents, Force Majeure or by any other cause whatsoever beyond the City's control. The City shall provide Concessionaire with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Concessionaire's business operations except as deemed necessary by the Director.

ARTICLE 7 PROHIBITIONS ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL, OR ENGAGED IN BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATIONS.

- 7.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract.
- 7.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 7.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
- 7.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.
- 7.5 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

ARTICLE 8 SCHEDULE OF OPERATIONS

8.1 HOURS OF OPERATION.

The Concessionaire shall furnish Food Service Concession services from 4:00 AM to 7:00 PM, seven days a week. These hours may only be adjusted with the express written consent of the Director

ARTICLE 9 PERFORMANCE GUARANTEE

9.1 PERFORMANCE GUARANTEE

Unless such period is specifically extended, in writing, by the Director, Concessionaire agrees, not later than fourteen (14) calendar days following the Effective Date, to post and maintain throughout the term of this Agreement, either an irrevocable letter of credit or a surety bond in the amount of TWENTY-FIVE THOUSAND AND NO/100 U.S. DOLLARS (\$25,000.00). The Performance Guarantee shall secure the full and faithful performance by Concessionaire of all the covenants, terms and conditions of this Agreement, shall stand as security for payment by Concessionaire of all valid claims by the City under this Agreement, and shall be in form and content acceptable to the Director.

9.2 Periodic Performance Guarantee Adjustment.

As the fees and charges adjust during the term of this Agreement, City shall periodically adjust the adequacy of the Performance Guarantee, and may, by written notice to Concessionaire, increase the required amount of the Performance Guarantee. Such notice shall include a calculation of the revised Performance Guarantee, which shall not exceed six months' Concession Fees due and payable by Concessionaire under this Agreement. Concessionaire shall, within twenty (20) business days of receipt of such written notice from City increasing the Performance Guarantee, deposit the additional amount with City by supplemental letter of credit and/or surety bond or other instrument in accordance with this Article.

9.3 Performance Guarantee Application.

City shall have the right, but not the obligation, to apply all or any part of the Performance Guarantee to cure any default of Concessionaire under this Agreement, including nonpayment of Concession Fees, or any other amounts due from Concessionaire under this Agreement. In such event, Concessionaire must deposit with City an amount equal to the amount so applied by City within twenty (20) business days of written notice from City of the nature and amount of the application.

9.4 Performance Guarantee Return.

The City shall return the Performance Guarantee to Concessionaire, less any amounts applied by City to Concessionaire obligations, within one hundred twenty (120) days after the termination of this Agreement and City's review and approval of the final Annual Audit Statement.

ARTICLE 10 ASSIGNMENT

10.1 ASSIGNMENT

This Agreement is personal to Concessionaire. Concessionaire shall not assign this Agreement, without the prior written consent of City which may be given only by or pursuant to an ordinance enacted by City Council of San Antonio, Texas. Any purported assignment in violation hereof shall be void.

10.2 MERGER OR SALE OF STOCK.

The Concessionaire must obtain the consent of the City to keep this Agreement in effect prior to any transfer or merger of ownership between the Concessionaire and any corporation or other entity that has a net worth of less than Concessionaire at the time of the merger or sale.

ARTICLE 11 INDEMNIFICATION OF CITY BY CONCESSIONAIRE

CONCESSIONAIRE COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONCESSIONAIRE'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONCESSIONAIRE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONCESSIONAIRE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT CONCESSIONAIRE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

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

ARTICLE 12 INSURANCE

12.1 INSURANCE CERTIFICATES

PRIOR TO THE EFFECTIVE DATE, CONCESSIONAIRE SHALL FURNISH COPIES OF ALL REQUIRED ENDORSEMENTS AND COMPLETED CERTIFICATE(S) OF INSURANCE TO THE CITY'S AVIATION DEPARTMENT, WHICH SHALL BE CLEARLY LABELED "DUNKIN CONCESSION" 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 HAVE THE AGENT'S SIGNATURE AND PHONE NUMBER, AND BE MAILED, WITH COPIES OF ALL APPLICABLE ENDORSEMENTS, DIRECTLY FROM THE INSURER'S AUTHORIZED REPRESENTATIVE TO THE CITY. THE CITY SHALL HAVE NO DUTY OR PERFORM UNDER THIS AGREEMENT UNTIL SUCH CERTIFICATE AND ENDORSEMENTS HAVE BEEN RECEIVED AND APPROVED BY THE CITY'S AVIATION DEPARTMENT. NO OFFICER OR EMPLOYEE, OTHER THAN THE CITY'S RISK MANAGER, SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.

12.2 Modify Insurance Coverages

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to 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 City allow modification whereby City may incur increased risk. City will give Concessionaire 30 days advance notice of any change in requirements and Concessionaire has 30 days from time of notification to modify Concessionaire's insurance coverage.

12.3 Insurance Requirements

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence (\$5,000,000 if AOA access is required).
5. Builder's Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
6. Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Concessionaire's property

12.4 Insurance Documents Copies

The City shall be entitled, upon request and without expense, to receive copies of all endorsements to certificates of insurance. Concessionaire shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within ten (10) days.

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

12.5 Insurance Policy Provisions

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

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

12.6 Replacement Certificate

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

12.7 City Remedies

In addition to any other remedies the City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Concessionaire to stop work hereunder, and/or withhold any payment(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.

12.8 No Liability Limitation

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

12.9 Concessionaire's Insurance Primary

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

12.10 Insurance Separate From Other Obligations

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.

12.11 Damage to Concessionaire's Equipment and Property

Concessionaire and any Subcontractors are responsible for all damage to their own equipment and/or property.

12.12 Concessionaire's Premiums

The Concessionaire shall pay all premiums, deductibles and self-insured retention's, if any, stated in policies.

12.13 Claims Against Concessionaire

If a claim, demand, suit, or other action is made or brought by any person against Concessionaire arising out of or concerning this Agreement, Concessionaire shall give written notice thereof, to City within ten (10) business days after being notified of such claim, demand, suit, or action. Such notice shall enclose a true copy of all written claims. If the claim is not written, or the information is not discernible from the written claim, Concessionaire shall state the date of notification of any such claim, demand, suit, or other action, the names and addresses of the person asserting such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding, and the name of any person against whom such claim is being made. The notice shall be given to the Aviation Director as provided herein.

12.14 The City of San Antonio Aviation Department, Properties and Concessions Division, utilizes an insurance certificate tracking firm to verify all insurance forms required from lessees, contractors and subcontractors associated with any lease or contract. The Division's current provider is **myCOI**. Upon lessee's or contractor's receipt of this executed lease or contract, an email will be sent to you asking you to register online with myCOI. Please make sure the following address is added to your "safe sender" list to ensure you receive this email communication (registration@mycoitracking.com). It is critical that you provide the Division with your accurate email address. Part of the registration process includes providing contact information for your insurance agent(s). You will also need this information available to you at the time of registration. Once you have registered and entered the email address for your insurance agent(s), an email will be sent to the insurance agent(s) requesting them to upload your Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the Aviation Department, Properties and Concessions Division. Your agreement will not be in compliance, nor will you be allowed to occupy, operate nor begin construction until registration is completed and a compliant COI and all required endorsements are received from your agent(s).

ARTICLE 13

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SPECIAL CONTRACT PROVISIONS

ACDBE participation commitments (24%) have been established for this Agreement, which participation is a contractual commitment upon commencement of the first Lease Year of their Agreement. Participation is measured as a percentage of total annual Gross Receipts received by Concessionaire in the Leased Premises operated as Food Services Concession under the Agreement.

A. GENERAL REQUIREMENTS

1. It is the policy of the City of San Antonio that the Airport Concession Disadvantaged Business Enterprises (ACDBE) as defined in 49 C.F.R. Part 23 ("Part 23") shall have "equality of opportunity" to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the Airport Concession (ACDBE) program requirements of 49 CFR Part 23 apply to the contract.
2. Concessionaire acknowledges that it is a "concessionaire" as that term is defined in 49 C.F.R. § 23.3.
3. This Agreement is subject to the requirements of the United States Department of Transportation's ("DOT") regulations, 49 C.F.R. Parts 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the performance of this Agreement or any management contract, subcontract, purchase agreement, or other agreement covered by Part 23. Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by Part 23 that it enters into, and that it shall require such those businesses to similarly include the statements in further agreements. Concessionaire shall carry out applicable requirements of 49 C.F.R. Part 23 in the award and administration of DOT-assisted contracts. Failure by Concessionaire to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.
4. The City of San Antonio Aviation Department's Small Business Section is responsible for ensuring compliance with the City's ACDBE policies and procedures. Aviation's Small Business Program Manager has been

designated as the ACDBE Liaison Officer (ACDBELO). In that capacity, the Small Business Program Manager is responsible for compliance with all aspects of the ACDBE program. The Small Business Program Manager has established overall, annual ACDBE goals for the City.

- a. The Small Business Section will evaluate the number of ACDBEs that reasonably reflect their availability in the San Antonio market area, in the absence of discrimination, to do the types of work required, will participate as concessionaires throughout the term of the agreement, and account for a percentage of the estimated annual gross receipts equivalent to a level set in accordance with 49 C.F.R §§23.47 through 23.49.
- b. The Small Business Section is required to review the extent of ACDBE participation before the exercise of each renewal option in a long-term exclusive lease, to consider whether an increase or decrease in ACDBE participation is warranted (to reflect ACDBE availability in the SAT market area or is consistent with an approved overall goal).
5. Concessionaire specifically agrees to comply with all applicable provisions of SAT's ACDBE Policy and any amendments thereto. ACDBE and Non-ACDBE sub-concessionaires shall also be required to agree to comply with all applicable provisions of the City's ACDBE Policy.
6. Concessionaire shall maintain records showing:
 - a. Subcontract/supplier awards, including awards to ACDBEs;
 - b. Specific efforts to identify and award such contracts to ACDBEs;
 - c. Executed contracts with ACDBEs showing actual ACDBE project participation.
7. Failure to comply with the City's ACDBE policy or Part 23 or any other applicable laws or regulations, shall constitute a material breach of this Agreement, shall be cause for termination of this Agreement and shall entitle the City to any and all remedies available at law or equity.

B. ADMINISTRATIVE REQUIREMENTS

1. Concessionaire is charged with knowledge of and is solely responsible for complying with each requirement of Parts 23 in maintaining its participation commitment or demonstrating a good faith effort as described below. Should any questions arise regarding specific circumstances, Concessionaire must consult Parts 23, appropriate DOT Rules and Regulations, or may contact the ACDBELO.

2. Concessionaire shall appoint a high-level official, who will report directly to Concessionaire's chief executive officer or equivalent to administer and coordinate Concessionaire's ACDBE contractual commitments and obligations under 49 C.F.R. Parts 23.
3. Concessionaire agrees to submit quarterly reports of payments and subcontract and/or supplier awards to ACDBEs and Non-ACDBEs in such form and manner and at such times as the City shall prescribe.
4. Concessionaire shall provide the City with access to all books, records, accounts and personnel. Such access will be used for, among other purposes, determining ACDBE participation and compliance with the ACDBE Policy. Concessionaire may be subject to interim and post-contract ACDBE audits. Audit determination(s) regarding Concessionaire's compliance with the ACDBE Policy may be considered and have a bearing on consideration of Concessionaire for award of future contracts.

C. PARTICIPATION COMMITMENTS AND GOOD FAITH EFFORTS

1. Concessionaire has a continuing obligation to meet its ACDBE participation commitment. If amendments or other modifications are made to agreements with ACDBEs, and if said changes affect the dollar value or scope of work of said ACDBEs, Concessionaire shall immediately inform City in writing of such changes, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification. Concessionaire must make good faith efforts to maintain its ACDBE participation commitment. Concessionaire cannot terminate or otherwise change the terms of its ACDBE commitments without the prior written consent of the City. This includes, but is not limited to, instances in which the Concessionaire seeks to perform work originally designated for an ACDBE firm with its own forces or those of an affiliate, a non-ACDBE or another ACDBE. If Concessionaire during performance of this Agreement must replace an ACDBE for any reason, it must follow the provisions herein governing the substitution of ACDBEs and make documented good faith efforts to meet its original ACDBE participation commitments.
 - a. An ACDBE concessionaire that is unable to perform successfully will be replaced by another ACDBE concessionaire, if the remaining term of the Agreement makes this feasible. In the event that such action is not feasible, Concessionaire must make a good faith effort during the remaining term of the Agreement to encourage ACDBEs to compete for the purchases and/or leases of goods and services to be made by the Concessionaire.

2. Concessionaire must demonstrate good cause to terminate an ACDBE joint venturer, subcontractor, contractor or supplier. Good cause includes the following circumstances:

- a. The listed ACDBE joint venturer, subcontractor, contractor or supplier fails or refuses to execute a written contract.
- b. The listed ACDBE joint venturer, subcontractor contractor or supplier fails or refuses to meet Concessionaire's reasonable, nondiscriminatory bond requirements.
- c. The listed ACDBE joint venturer, contractor or supplier becomes bankrupt, insolvent or exhibits credit unworthiness.
- d. City has determined that the listed ACDBE joint venturer, sub-contractor, contractor or supplier is not a responsible firm.
- e. The listed ACDBE joint venturer, sub-contractor, contractor or supplier voluntarily withdraws from the project and provides City written notice of its withdrawal.
- f. The listed ACDBE joint venturer, sub-contractor, contractor or supplier is ineligible to receive credit for the type of work required.
- g. The ACDBE owner dies or becomes disabled with the result that the listed ACDBE joint venturer, sub-contractor, contractor or supplier is unable to complete its work on the contract.
- h. Other documented good cause as determined by the City.

Good cause does not include where Concessionaire seeks to terminate a ACDBE it relied upon to obtain this Agreement so that Concessionaire can self-perform the work or substitute another ACDBE or non-ACDBE joint venturer, sub-contractor, contractor or supplier to perform the work for which the ACDBE was engaged or listed in the proposal.

Concessionaire must give the ACDBE notice in writing, with a copy to the City, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

3. Good faith efforts during performance of this Agreement must include, but are not limited to:
- a. Solicitation of ACDBEs that are certified in the applicable area of work or specialty;

- b. Providing interested ACDBEs with adequate information about the plans, specifications, scope of work and requirements of this Agreement;
 - c. Fairly investigating and evaluating the interested ACDBEs regarding their capabilities, not rejecting ACDBEs as unqualified without sound reasons based on a thorough investigation, and providing verification, including a statement giving Concessionaire's reasons for its conclusion that it rejected each non-utilized ACDBE because the ACDBE was not qualified;
 - d. Negotiating in good faith with interested ACDBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested ACDBEs, and providing written documentation why Concessionaire and any of the ACDBEs contacted did not succeed in negotiating an agreement; and
 - e. Effectively using the services of available minority and women community organizations; chambers and concessionaire groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of ACDBEs.
4. **If Concessionaire is found not to have made continuing good faith efforts to meet its ACDBE contractual commitments, it may request administrative review and final reconsideration by the Airport Director. Concessionaire may elect to meet in person to discuss whether Concessionaire made continuing good faith efforts in accordance with the Policies.**
 5. Concessionaire may not require exclusive subcontracting or teaming agreements with other concessionaires, sub-concessionaires, contractors or vendors.
 6. In evaluating Concessionaire's good faith efforts submission, City will only consider those documented efforts that occurred prior to the good faith effort submission.
 7. Concessionaire must submit a Letter of Intent form for each proposed new joint venturer, sub-contractor, contractor or supplier. The City will approve or disapprove the substitution based on Concessionaire's documented compliance with these provisions.
 8. The City will look not only at the different kinds of efforts that Concessionaire has made but also the quantity and intensity of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the commitments, even if they are sincerely motivated. The City will also

consider if, given all relevant circumstances, Concessionaire's efforts could reasonably be expected to produce a level of ACDBE participation sufficient to meet the goal.

D. COUNTING ACDBE PARTICIPATION

1. Concessionaire may meet its ACDBE obligations in any of the following ways:
 - a. ACDBE prime concessionaire participation: If Concessionaire is a certified ACDBE, count the total amount of the dollar value of the Gross Receipts the ACDBE earns under this Agreement and the total value of a management contract or subcontract with an ACDBE toward the goal. An ACDBE prime concessionaire can count its self-performance toward meeting the ACDBE goal, but only for the scope of work and at the percentage levels it will self-perform. If the ACDBE enters into a sub-concession agreement or subcontract with a non-ACDBE, do not count any of the Gross Receipts earned by the non-ACDBE.
 - b. ACDBE sub-concessionaire participation: Count only the portion of the Gross Receipts earned by the ACDBE under its sub-agreement.
 - c. ACDBE joint venture participation: If the goal is to be met through a joint venture agreement with an ACDBE partner, count the portion of the Gross Receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces. To be eligible for credit towards meeting the goal, the ACDBE partner must share in the financial risks and rewards commensurate with the amount of proposed ACDBE participation sought to be credited towards the ACDBE goal. For purposes of ACDBE participation, joint ventures are not certified as ACDBEs. If Concessionaire forms a new joint venture for any purpose that has not been previously approved by SAT, it must submit a Draft Joint Venture Agreement to SAT.
 - d. ACDBE services participation: Count the entire amount of fees or commissions charged by an ACDBE for a *bona fide* service, provided that the Small Business Section determines this amount to be reasonable and not excessive as compared with fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial services.
 - e. ACDBE manufacturer participation: Count 100 percent of the cost of goods obtained from an ACDBE manufacturer. The term manufacturer has the same meaning as in 49 C.F.R. § 26.55(e)(1)(ii).

- f. ACDBE regular dealer participation: Count 100 percent of the cost of goods purchased or leased from an ACDBE regular dealer. The term “regular dealer” has the same meaning as in 49 C.F.R. § 26.55(e)(2)(ii).
 - g. ACDBE goods participation: Count credit toward ACDBE goals for goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer as follows:
 - i. Count the entire amount of fees or commissions charged for assistance in the procurement of the goods, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.
 - ii. Count the entire amount of fees or transportation charges for the delivery of goods required for a concession, provided that this amount is reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of goods themselves
 - h. Other Legal Arrangement. Concessionaire may propose some other legal arrangement so long as it meets the eligibility standards in 49 C.F.R. Part 23.
- 2. Costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the “build-out”) do not count towards the ACDBE participation commitment.
- 3. When calculating participation levels, percentages and dollar amounts for each ACDBE, Concessionaire cannot round up in determining whether or not the total of these amounts meets or exceeds the ACDBE contractual commitment.
- 4. Concessionaire may count towards its ACDBE participation commitments an ACDBE that is certified during the performance of the Agreement if the ACDBE is added to the Agreement or substituted for another ACDBE pursuant to these provisions.
- 5. Concessionaire may not count toward its ACDBE participation commitment the dollar value of work performed by a ACDBE after it has ceased to be certified as an ACDBE, except where the ACDBE is no longer certified because it has exceeded the size standard.
- 6. ACDBE prime concessionaires can count their self-performance toward meeting the ACDBE goal, but only for the scope of work and at the percentage level they self-perform.

7. When an ACDBE participates in the Agreement, Concessionaire shall count only the value of the work actually performed by the ACDBE toward the ACDBE goals.
8. Concessionaire may count expenditures to an ACDBE towards the ACDBE participation commitment only if the ACDBE is performing a commercially useful function. For purposes of these provisions, the term “commercially useful function” has the same meaning as in 49 C.F.R. § 26.55(c).
 - a. An ACDBE performs a commercially useful function when it is responsible for execution of the work under the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the ACDBE must also be responsible, with respect to materials and supplies used under the Agreement, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials itself. To determine whether an ACDBE is performing a commercially useful function, Small Business Section will evaluate the amount of the work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, the ACDBE credit claimed for its performance of the work, and other relevant factors.
 - b. An ACDBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of ACDBE participation. In determining whether an ACDBE is such an extra participant, the Small Business Section will examine, among other relevant factors, similar transaction, particularly those in which ACDBEs do not participate.
 - c. When an ACDBE is presumed not to be performing a commercially useful function as provided in this section, the ACDBE may present evidence to rebut this presumption. The Small Business Section will determine whether the firm is performing a commercially useful function given the type of work involved and normal industry practices.
9. **Small Business Section will count ACDBE participation where the ACDBE or joint venture partner performs a portion of work under the Agreement based on the percentage of ownership or equity of the ACDBE in a joint venture. Small Business Section will allow the joint venture to count the portion of the total dollar value of the Agreement equal to the distinct, clearly defined portion of the work under the Agreement that the ACDBE joint venture partner performs with its own forces toward the ACDBE commitment and for which it is at risk.**

E. CERTIFICATION

1. In order to count the participation of ACDBEs towards the ACDBE participation commitments, the ACDBE must be certified by an approved entity of the Texas Unified Certification Program ("TUCP"). Other certifications are not acceptable.
2. Concessionaire must submit to Small Business Section a properly completed ACDBE certificate or letter, with all required attachments, for all ACDBEs proposed to be utilized as sub-concessionaires or suppliers to meet the contract goals.
3. A firm must be certified as an ACDBE by the TUCP at the time of substitution or replacement to be counted towards the participation commitment. However, Concessionaire may count ACDBEs certified during the performance of the Agreement towards its ACDBE participation commitment once documentation confirming such certification is submitted to the City.
4. South Central Texas Regional Certification Agency, the Texas Department of Transportation (TxDOT) and the Federal Aviation Administration (FAA) maintain current listings of certified ACDBEs. Concessionaire must utilize these Directories to assist them in locating ACDBEs for the work required on the contract. The ACDBE Directories are located at:
 - www.txdot.txdotcms.com
 - www.sctrca.org
 - www.faa.dbesystem.com
5. ACDBE certification does not constitute a representation or warranty as to the qualifications or capabilities of any certified firm.

F. ACDBE UTILIZATION FORMS AND RELATED DOCUMENTATION

1. Concessionaire must submit completed ACDBE utilization forms as required by the City.
2. Concessionaire shall timely submit reports and verifications within ten (10) business days as requested by the City and shall provide such financial information or other information deemed necessary to support and document the ACDBE commitment and ACDBE participation for this Agreement. The City shall have the right until five (5) years after the expiration or termination of this Agreement, to review books, records and financial information of Concessionaire, and where applicable, all individuals, joint venturers or other business entities that are engaged in concession activity under this Agreement, to substantiate compliance with 49 C.F.R. Parts 23.6, as amended, and any guidance issued by the Federal Aviation Administration regarding the interpretation of the federal regulations.

3. For Concessionaire's participation commitment, where an ACDBE firm is a joint venture partner or subconcessionaire, if the ACDBE's information or status changes, Concessionaire must immediately notify the Small Business Section of the change and provide a written explanation for the change by submitting a *Request for Approval of Change to Original Joint Venture Commitment* form. No change in the use of an ACDBE firm will change Concessionaire's participation commitment. Any change in the use of an ACDBE firm shall be governed by the MODIFICATION OR SUBSTITUTION provisions herein.
4. Except as authorized by the City, Concessionaire shall enter into formal agreements with the partners, subcontractors, suppliers listed in its bid proposal and *Letter of Intent* form within ten (10) business days after receipt of this Agreement executed by the City. If requested, Concessionaire must provide the City copies of those agreements within five (5) business days of the written request.

G. COMPLIANCE AND ENFORCEMENT

1. These compliance and enforcement provisions address the additional contractual remedies available to City as a result of Concessionaire's failure, if any, to comply with the obligations set forth in the ACDBE Program requirements. The contractual remedies set forth in the ACDBE Program are also applicable to any failure to comply with the Program requirements, as well as any remedies available at law or in equity. These remedies are not intended to apply to any failure by Concessionaire to comply with other obligations under this Agreement unrelated to the Program requirements or preclude City's recovery of its actual damages for such unrelated breaches.
2. Concessionaire must forward to the City all necessary documents and information during the course of performance under this Agreement and to close out the Agreement, and must cooperate with the City in providing any information, including the final accounting for ACDBE participation on this Agreement.
3. The City is empowered to receive and investigate complaints and allegations by ACDBEs, third parties or staff, or to initiate its own investigations, regarding Concessionaire's compliance with the Program requirements. If the City determines that an investigation is warranted, Concessionaire must fully cooperate with the investigation and provide complete, truthful information to the City concerning the investigation and Concessionaire's compliance with the Program requirements.
4. The failure of Concessionaire to meet the ACDBE contractual commitments or comply with any other aspect of the Program requirements may constitute a material breach of this Agreement, entitling the City to exercise any remedy available in this Agreement, the Program requirements or applicable law.
5. The City may report any suspected false, fraudulent or dishonest conduct relating to the Concessionaire/contractor's performance of the Program requirements to

any applicable enforcement agency, including the State Attorney General's Office and appropriate federal law enforcement authorities.

6. If Concessionaire is in breach of any of the Program requirements, City may exercise any of following remedies, in addition to any other remedies available to it under this Agreement or at law or in equity:
 - a. withholding funds payable under this Agreement, including, but not limited to, funds payable for work self-performed by the Concessionaire or applicable retainage;
 - b. temporarily suspending, at no cost to City, Concessionaire performance under the Agreement;
 - c. termination of this Agreement;
 - d. suspension/debarment, in accordance with applicable law, of Concessionaire from participating in any solicitations issued by City for severity of breach of contract; and
7. With respect to ACDBE firms, a finding of non-compliance may result in a denial of certification or removal of eligibility and/or suspension and debarment.

ARTICLE 14 WASTE OR NUISANCE

Concessionaire shall not commit nor permit any of its employees, contractors, subcontractors, licensees, sub concessionaires or agents to injure, deface or otherwise harm the Premises, the Terminal or the Airport, nor commit any waste upon the Premises, the Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Concessionaire shall not commit nor permit any of its employees, contractors, subcontractors, licensees, sub concessionaires or agents to commit any nuisance or other act or thing which may constitute a menace or which may impact either the City's operation of the Terminal or the Airport or disturb the quiet enjoyment of any other occupant or concessionaire of the Airport. Concessionaire shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound producing or other device which will carry sound or odors outside the Premises except as may otherwise be approved in advance in writing by the Director and, upon notice from the Director to Concessionaire's business representative at the Premises, Concessionaire shall cause any such noise or odors to cease immediately. Concessionaire shall not allow any use of the Premises or any other portion of the Terminal and/or Airport in a manner which is a source of annoyance, disturbance or embarrassment to the City, or to the other concessionaires and occupants of the Terminal and/or Airport or which is deemed by the City, in its sole discretion, as not in keeping with the character

of the Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the City's insurance.

ARTICLE 15 TRADE NAME Concessionaire shall operate its business under the name(s) specifically set forth below ("Trade Name") and shall not change the advertised name or character of the business operated without the prior Notice to the Director.

Trade Name	Dunkin Donuts
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ARTICLE 16 ENVIRONMENTAL COMPLIANCE

16.1 Concessionaire shall, in conducting any activity at the Airport, comply with all environmental laws and regulations, including but not limited to environmental laws and regulations regarding the generation, storage, use, transportation and disposal of solid wastes, hazardous materials, toxic chemicals, special wastes or other contaminants and shall comply with all laws, regulations and notice requirements pertaining to releases or threatened releases of hazardous materials, toxic chemicals, special wastes or other contaminants into the environment. Concessionaire shall not cause or permit its employees, agents, contractors, subcontractors, sub concessionaires or others in Concessionaire's control, supervision, or employment to release (whether by way of uncapping, pouring, spilling, spraying, spreading, attaching, or otherwise) into or onto any location upon the Airport (including the air above, the ground and ground water thereunder and the sewer and storm water drainage systems therein) any quantity of hazardous substances (as defined or established from time to time by applicable local, state, or federal law and including, among other things, hazardous waste and any other substances that have been or may in the future be determined to be toxic, hazardous, or unsafe). To the extent any such release may exceed quantities or volumes permitted by applicable federal, Texas, or local law, Concessionaire shall immediately notify the Director, the Texas Commission on Environmental Quality (TCEQ) and the Local Emergency Planning Committee (LEPC) as may be required under the federal Emergency Planning and Community Right to Know Act. Concessionaire shall be responsible for compliance with the Emergency Planning and Community Right to Know Act if any such release occurs.

16.2 Concessionaire shall remedy any such release or threatened release as described above and, whether resulting from such release or otherwise, shall remove any hazardous materials, and special wastes and any other environmental contamination as are caused by Concessionaire on or under or upon the Premises, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all environmental laws and regulations. Such work shall be performed at Concessionaire's sole expense after Concessionaire submits to the City a written plan for completing such work. The City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The cost of such review and inspection shall be paid by Concessionaire. Specific cleanup levels for any environmental remediation work shall be designed to meet all of the applicable environmental laws and regulations, to the satisfaction of the appropriate regulatory agency and the City.

16.3 Except for the environmental matters not caused by Concessionaire, **Concessionaire agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents, designated management representatives and employees from and against any and all loss, claim, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, enforcement actions, action or cause of action, fines and penalties arising as a result of action or inaction by the Concessionaire, its employees, agents or contractors in connection with the release, threatened release or presence of any hazardous material, contaminants, or toxic chemicals at, on, under, over or upon the Premises, the Terminal and the Airport, whether foreseeable or unforeseeable, regardless of the source of such release or threatened release or when such release or threatened release or presence occurred or is discovered.** The foregoing indemnity includes without limitation, all costs at law or in equity for removal, clean-up, remediation any kind and disposal of such contaminants, all resultant and associated costs of determining whether the Premises, the Terminal or the Airport is in compliance and causing the Premises, the Terminal or the Airport to be in compliance with all applicable environmental laws and regulations and all costs associated with claims for damages to persons, property or natural resources. **In the event that the City is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the Premises, the Terminal or the Airport caused by the action or inaction of the Concessionaire, Concessionaire shall defend the City and indemnify and hold harmless the City its elected and appointed officials, officers, agents, designated management representatives and employees from any costs, damages, fines and penalties resulting therefrom.**

16.4 In addition to any other rights of access regarding the Premises herein contained, the City shall have access to the Premises to inspect the same in order to confirm that the Concessionaire is using the Premises in accordance with all applicable environmental laws and regulations. Concessionaire shall, upon the Director's demand and at Concessionaire's sole expense, demonstrate to the Director (through such tests, professional inspections, or samplings, or otherwise as is in the Director's reasonable judgment sufficient for the purpose) that Concessionaire has not caused or permitted any release of hazardous substances or contaminants in excess of quantities or volumes permitted by applicable federal, state or local law. Any such tests and assessments shall be conducted by qualified independent experts chosen by Concessionaire and subject to the City's approval. Copies of reports from any such testing or assessments shall be provided to the City upon receipt by Concessionaire. Should Concessionaire not provide such tests, inspections, or samplings, or assessments, the City may conduct or cause to be conducted such tests, inspections, samplings and assessments and Concessionaire shall reimburse the City for all costs of such actions, no later than thirty (30) days following receipt by Concessionaire of invoices therefor. The City reserves the right to conduct any of the above actions at the Director's discretion, when in the opinion of the Director, additional or supplemental assessment is in the best interest of the City. Concessionaire, at the request of the City, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials the Concessionaire has prepared pursuant to any environmental law or regulation, which may be retained by the City or submitted to any governmental regulatory agency; provided, that such documents and materials relate to environmental regulatory compliance and are pertinent to the Premises, the Terminal or the Airport. If any environmental law or regulation requires the Concessionaire to file any notice or report of a release or threatened release of regulated materials on, under or about the Premises,

the Terminal or the Airport, Concessionaire shall promptly submit such notice or report to the appropriate governmental agency and shall simultaneously provide a copy of such report or notice to the City. In the event that any allegation, claim, demand, action or notice is made against Concessionaire regarding Concessionaire's failure or alleged failure to comply with any environmental law or regulation, Concessionaire immediately shall notify the City in writing and shall provide the City with copies of any such written allegations, claims, demands, notices, or actions so made.

16.5 Concessionaire shall not discharge or cause to be discharged any matter or substance (whether in liquid, solid, gaseous, gelatinous, or other form) into the storm water system unless expressly approved by Director and in full compliance with the City's storm water permit and Applicable laws and regulations.

16.6 The parties to this Agreement acknowledge a right and a duty in the City, exercised by the Director, to review safety and potential environmental impacts of any proposed operation, business, maintenance activity, or other activity of the Concessionaire. To this end, the Director shall have authority to disapprove an activity of the Concessionaire on the basis of a risk assessment. Discretion and judgment are reserved to the Director for reason that combinations and proximity of such materials are synergistic. The Director's decision in this regard is final. The Director shall exercise such review from time to time as he or she may deem necessary for appropriate risk assessment of existing concession agreements and leases at the Airport.

16.7 Air Quality Compliance. In furtherance of the City's effort to reduce harmful emissions, the Concessionaire's vehicles shall not be left idling at passenger pick-up areas on Air Quality Health Alert Days. The Director, in his sole discretion, may institute other measures to reduce emission due to vehicle idling. Concessionaire shall endeavor to reduce environmental impacts and harmful emissions by using utilizing only low emission vehicles, vehicles that operate on clean burning fuels (e.g., ultra-low sulfur diesel, propane, natural gas) and/or alternative fuel sources.

ARTICLE 17 DEFAULT BY CONCESSIONAIRE

17.1 Each of the following shall constitute an event of default by Concessionaire:

- (a) Concessionaire shall fail to timely pay any monetary obligation or maintain a performance guarantee as provided for in this Agreement, and fails to cure such by making payment in full for a period of ten (10) calendar days after receipt by Concessionaire of written notice of such failure.
- (b) Concessionaire shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained, and on Concessionaire's part to be performed or in any way observed, and if such neglect or failure should continue for a period of thirty (30) calendar days (or for such other time periods as may be specifically stated

elsewhere herein) after receipt by Concessionaire of written notice of such neglect or failure.

- (c) Concessionaire shall become insolvent, shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, shall file a voluntary petition in bankruptcy
- (d) or a petition to answer seeking a reorganization or the readjustment of its indebtedness under the federal bankruptcy law or under any other law or statute of the United States or of any state thereof, or shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.
- (e) An involuntary petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Concessionaire and shall not be dismissed within thirty (30) calendar days after the filing thereof.
- (f) A receiver, trustee, or liquidator is appointed by any legislative act, resolution, rule, order or decree of any court, governmental body, agency, officer, and takes possession or control of all, or substantially all, of the property of Concessionaire and such possession or control shall continue in effect for a period of fifteen (15) calendar days.
- (g) Concessionaire shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter.
- (h) The rights of Concessionaire hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, as a result of or in connection with Concessionaire's bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in Paragraphs (c) through (e) of this Section 17.1.
- (i) Concessionaire shall discontinue the conduct of all or any part of its operations required hereunder.

17.2 If an event of default shall occur and continue to occur after the City has followed the notice and right to cure provision set forth in Section 17.1, above, the City then, or at any time thereafter, but prior to the removal of such condition of default (notwithstanding any indulgence granted by City with respect to any event of default in any form or instance) the City, then or at any time thereafter, shall have the right, at its option, to terminate this Agreement by giving at least five (5) calendar days written notice to Concessionaire, at which time Concessionaire will then cease its Airport Food Service Concession operations on Airport property, but Concessionaire shall remain liable for all damages or deficiencies under this Agreement. On termination by the City, all rights and privileges of Concessionaire hereunder shall cease and Concessionaire shall immediately vacate any space occupied by it on the Airport property, including the Premises, and at any other City premises used in the performance of this Agreement, and shall make no claim of any kind whatsoever against the City, its agents, or representatives by reason of termination or any act or incident thereto. Notwithstanding the foregoing, prior to the removal of such condition of default, City shall have the right, at its election, to terminate Concessionaire's right of possession of the Premises, by giving at least five

(5) days written notice to Concessionaire, at which time Concessionaire will then quit and surrender the Premises to City, but Concessionaire's obligations under the Agreement shall remain in full force and effect. At the expiration of said five (5) days' notice period, City may enter upon and take possession of the Premises (or any part thereof in the name of the whole), without demand or notice, and repossess the same as of the City's former estate, expelling Concessionaire and those claiming under Concessionaire, forcibly if necessary, without prejudice to any remedy for arrears of amounts owed or preceding breach of covenant and without any liability to Concessionaire or those claiming under Concessionaire for such repossession. City's repossession of the Premises shall not be construed as an election to terminate this Agreement nor shall it cause a forfeiture of any and all charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention be given to Concessionaire, or unless such termination is decreed by a court of competent jurisdiction.

17.3 Notwithstanding anything to the contrary in this Article, if Concessionaire fails to timely pay any monetary obligation more than three times within any twelve month period, Concessionaire shall be in default and City may terminate this Agreement without providing Concessionaire notice or opportunity to cure. Upon receipt of notice of termination by the City, Concessionaire shall cease its Airport Concession operations on Airport property, but Concessionaire shall remain liable for all damages or deficiencies under this Agreement. On such termination by the City, all rights and privileges of Concessionaire hereunder shall cease and Concessionaire shall immediately vacate any space occupied by it on the Airport property, including the Premises, and at any other City premises used in the performance of this Agreement, and shall make no claim of any kind whatsoever against the City, its agents, or representatives by reason of termination or any act or incident thereto. City shall have the right, at its election, to terminate Concessionaire's right of possession of the Premises at which time Concessionaire will then quit and surrender the Premises to City, but Concessionaire's obligations under the Agreement shall remain in full force and effect. City may enter upon and take possession of the Premises (or any part thereof in the name of the whole), without demand or notice, and repossess the same as of the City's former estate, expelling Concessionaire and those claiming under Concessionaire, forcibly if necessary, without prejudice to any remedy for arrears of amounts owed or preceding breach of covenant and without any liability to Concessionaire or those claiming under Concessionaire for such repossession. City's repossession of the Premises shall not be construed as an election to terminate this Agreement nor shall it cause a forfeiture of any and all charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention be given to Concessionaire, or unless such termination is decreed by a court of competent jurisdiction.

17.4 No acceptance by City of fees, charges, or other payments, in whole or in part, for any period or periods during or after a default of any of the terms, covenants or conditions to be performed, kept, or observed by Concessionaire, other than payment in full, after a default in the payment of fees and charges, and acceptance thereof by City, shall be deemed a waiver of any right on the part of City to terminate this Agreement on account of such default.

17.5 No waiver of City of any default on the part of Concessionaire in the performance of any of the terms, covenants, or conditions hereof to be performed, kept or observed by Concessionaire shall be, or be construed to be, a waiver by City of any other or subsequent default in the performance of any of said terms, covenants or conditions.

17.6 It is understood and agreed that the City must have the unfettered ability to continue providing consistent and continuous Airport Food Service Concession services to the public; therefore, if Concessionaire fails or refuses to remove its property from or vacate the Airport within the time period prescribed for doing so in the written notice of termination, the City may, without liability to Concessionaire or those claiming under Concessionaire, remove Concessionaire and remove all Concessionaire's property used in the performance of this Agreement that may be found upon or within the Airport or any other City premises. The City, at its option, may store same for the account of Concessionaire or of the owner thereof at any place selected by City, or, at City's option, and upon giving fifteen (15) calendar days' written notice to Concessionaire of date, time and location of sale, City may sell the same at public auction or private sale on such terms and conditions as to price, payment and otherwise, as City in its sole discretion may deem advisable. If, in City's judgment, the cost of removing and storing, or of removing and selling any such goods and effects, exceeds the value thereof or the probable sale price thereof, as the case may be, City shall have the right to dispose of such goods in any manner the City deems advisable.

17.7 Concessionaire shall be responsible for all costs of removal, storage and sale of Concessionaire's property and City shall have the right to reimburse the Airport Revenue Fund from the proceeds of any sale for all such costs paid or incurred by City. If any surplus sale proceeds remain after such reimbursement, City may deduct from such surplus any sums due to City hereunder and shall pay over to Concessionaire the remaining balance, if any, of such surplus sale proceeds.

17.8 In the event that this Agreement shall have been terminated in accordance with this **Article 17**, City shall have the option of terminating Concessionaire's unaccrued obligations hereunder and accepting payment by Concessionaire to City of all sums due it under the terms of the Performance Guarantee in full satisfaction of Concessionaire's obligations hereunder, or of continuing in effect all obligations of Concessionaire hereunder; and in the latter event, all of the obligations of Concessionaire under this Agreement shall survive such termination and shall remain in full force and effect for the full term of this Agreement.

17.9 The amount of damages for the period of time subsequent to termination or cancellation shall be the average monthly payment made by the Concessionaire during the twelve months preceding such termination or cancellation multiplied by the number of months remaining in the balance of the term of this Agreement. There shall be credited by City against this obligation of Concessionaire the annual net revenues received by City from a subsequent Concessionaire of the Airport Food Services Concession services required herein on an annual basis. Concessionaire shall continue to pay to the City on the basis of the average of the twelve prior months, subject to the aforesaid credit which will be applied monthly in arrears, but subject to an annual adjustment at the end of each year of the Term.

17.10 It is understood and agreed that the statement of damages under the preceding **Section 17.9** of this **Article 17** shall not affect or be construed to affect City's right to damages in the event of termination or cancellation of this Agreement where Concessionaire has not received any actual Gross Revenue or has not received Gross Revenues for twelve full months. In such

event, the monthly payments made by the preceding Concessionaire shall be applied to produce an average monthly payment, to the extent necessary.

17.11 Upon termination or cancellation of this Agreement pursuant to this Article 17, City may contract with another party and shall have the right to permit any person, firm, or corporation to furnish the services required under the provisions hereof or for other purposes. Such Agreement may be for the same or different period of time as the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

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

ARTICLE 18 DEFAULT BY CITY

18.1 The following contingencies shall be a condition of default by City:

- (a) The permanent abandonment of the Airport.
- (b) The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such a manner as to substantially restrict the Concessionaire from conducting its operations and the remaining in force of such injunction for at least sixty (60) calendar days.
- (c) The breach by the City of any of the terms, covenants, or conditions of this Agreement to be kept, performed, and observed by the City, and the failure of the City to remedy such breach for a period of sixty (60) calendar days after written notice from the Concessionaire of the existence of such breach has been received by City or if more than sixty (60) calendar days shall be required because of the nature of such breach, if City shall fail within the said sixty (60) day period to commence and thereafter diligently proceed to cure such default.
- (d) The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict the Concessionaire from conducting its operations if such restriction continues for a period of three (3) months or more.

18.2 In the event any condition of default shall occur (notwithstanding any waiver, license, or indulgence granted by Concessionaire with respect to any condition of default in any form or instance) Concessionaire may declare this agreement and all rights and interests thereby created to be terminated.

ARTICLE 19 GENERAL PROVISIONS

19.1 Amendment

This Agreement, together with the authorizing ordinance, constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The Aviation Director is authorized to execute amendments which do not substantially alter the material terms of this Agreement.

19.2 Applicable Law; Venue; Waiver of Forum Non Conveniens

This Agreement is to be performed in Bexar County, Texas, and, the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action on or related to the terms of this Agreement shall be exclusively in Bexar County, Texas, and the Parties waive any right to assert a claim of inconvenient forum.

19.3 Approvals By City

Whenever this Agreement calls for approval by the City, such approval shall be evidenced by the written approval, as applicable, of the Aviation Director or the City Manager of the City of San Antonio or the City Manager's designee, and such approval shall not be unreasonably withheld.

19.4 Attorney's Fees

The Parties expressly agree that neither Party shall be responsible for payment of attorney's fees pursuant to Texas Civil Practice and Remedies Code Chapter 38, Texas Local Government Code §271.153, common law or any other provision for payment of attorney's fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute in this Agreement.

19.5 Authority of Agreement

Concessionaire warrants and represents that it has the right, power, and legal capacity to enter into, and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection with it. The execution, delivery, and performance of this Agreement by the undersigned Concessionaire representatives have been duly authorized by all necessary corporate action of Concessionaire, and this Agreement constitutes a legal, valid, and binding obligation of Concessionaire, enforceable in accordance with its terms.

19.6 Captions and Article Numbers

The captions, Article and section numbers, and table of contents appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or Articles of this Agreement or in any way affect this Agreement.

19.7 Compliance with Laws

Concessionaire, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, applicable business licenses and requirements of the City and all governmental authorities having jurisdiction affecting or applicable to the Premises or the cleanliness, safety, occupancy, operation and use of the same, whether or not any such law,

ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, shall necessitate changes or improvements (other than structural changes or structural improvements) and/or interfere with the use and enjoyment of the Premises. Concessionaire shall promptly correct any deficiencies reported by the City and all other governmental authorities having jurisdiction. Concessionaire shall not do or permit anything to be done in or about the Premises or Airport, nor bring anything therein, which will in any way conflict with any such law, ordinance, order, rule, regulation or requirement affecting the occupancy or use of the Premises, the Terminals, or the Airport which has been or may hereafter be enacted or promulgated by the City and all governmental authorities, or in any way obstruct or interfere with the rights of others, nor shall Concessionaire use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport.

19.9 Conflict of Interest

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

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

Pursuant to the subsection above, Vendor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Vendor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Vendor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

19.10 Electronic Funds Transfer; Automatic Debit

The Concessionaire may remit any amounts to be remitted or otherwise payable under this Agreement by check or by electronic funds transfer to an account designated by the City from time to time. The City may further, at its sole option, upon not less than sixty (60) days prior notice to those Concessionaires choosing to use electronic funds transfer, require those Concessionaires to promptly execute and deliver to the City any documents, instruments, authorizations, or certificates required by the City to give effect to an automated debiting/electronic funds transfer system, whereby any or all payments by those participating Concessionaires of whatsoever nature required or contemplated by this Agreement shall be electronically debited and/or electronically fund transferred monthly or from time to time, as provided in this Agreement, from participating Concessionaire's account in a bank or financial

institution designated by Concessionaire and credited to the City's bank account as the City shall designate from time to time. Participating Concessionaire's failure to properly designate a bank or financial institution or to promptly provide appropriate information in accordance with this **Section 19.10** shall constitute a default of this Agreement.

19.11 Entire Agreement; Modification

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the City and Concessionaire concerning the concession privilege grant herein, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the City and Concessionaire other than as are herein set forth. No subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the City or Concessionaire unless reduced to writing and signed by the City and Concessionaire.

19.12 Delay/Force Majeure In the event either party is delayed in the performance of any obligation required by this Agreement, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of "force majeure", which as used herein shall mean fire, earthquake, hurricane, flood and a similar act of God constituting a natural disaster, explosion, terrorist action, war, executive order of government or similar causes not within the control of the entity being delayed. However, the time for Concessionaire's performance of any obligation shall not be extended due to any lack of funds, financial or economic problems of Concessionaire or Concessionaire's architects, contractors, suppliers, agents, consultants and/or employees. If Concessionaire shall claim a delay due to force majeure, Concessionaire must notify the Director in writing for receipt by the City within fifteen (15) days of the first occurrence of an event of force majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Concessionaire's performance. In no event shall any delay extend Concessionaire's performance beyond a seventy-five (75) day period without the specific written approval of the Director. Under no circumstances shall any such condition or delay, whether such condition or delay is claimed by the City or Concessionaire, excuse or delay Concessionaire's payment of any charges due hereunder. Further, the City's reasonable reduction of heat, light, air conditioning or any other services whatsoever to the Terminal, the Airport or the Premises shall not relieve or excuse Concessionaire from any of its obligations hereunder.

19.13 Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

19.14 Labor Disputes

Concessionaire agrees to use its best efforts to avoid disruption to the City, its tenants or members of the public, arising from labor disputes involving Concessionaire, and in the event of a strike, picketing, demonstration or other labor difficulty involving Concessionaire, including the utilization of available legal remedies, to minimize and/or eliminate any disruption to the City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

19.15 Wages

Concessionaire shall pay wages that are not less than the minimum wages required by Federal and State statutes and City ordinances, to persons employed in its operations hereunder.

19.16 Net Agreement

It is the intent and purpose of the City and Concessionaire that all Concession Fees payable by Concessionaire herein shall be absolutely net to the City so that this Agreement shall yield to City the entire amount of the Concession Fees described in **Article 4** hereof, in each year of this Agreement, free of any charges, assessments, impositions or deductions of any kind or character which may be charged, assessed, or imposed on or against Concessionaire, without abatement, deduction or set-off by Concessionaire.

19.17 Non-waiver of Rights

No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as a waiver of any subsequent default or any terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

19.18 Method for Notice

All notices required under this Agreement shall be in writing and shall be delivered either: (i) personally, (ii) by certified or registered mail, (iii) by recognized overnight courier, or (iv) by facsimile. Notices shall be deemed delivered (i) when personally delivered; (ii) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; or (iii) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient,

19.19 Address for Notice

All notices required under this Agreement to the City shall be addressed as follows:

City of San Antonio
Attention : Airport Concessions Manager
Department of Aviation
9800 Airport Boulevard, Suite 185
San Antonio, Texas 78216

All notices required under this Agreement to the Concessionaire shall be addressed as follows:

R&J International Company, DBA Dunkin Donut
C/O American Management Group, LLC
Attn: Mohamed Motawea
6302 Granada Way
San Antonio, Texas 78257

Notices may also be to such other respective addresses as either party hereto may hereafter from time to time designate in the manner for notice required under this Agreement.

19.20 Ongoing Improvements

It is understood and agreed that the City may from time to time elect to alter, improve or remodel portions of the Airports and further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of the Concessionaire and without interference or hindrance. City shall endeavor to give Concessionaire as much notice as possible of any planned capital improvements. Concessionaire agrees that any temporary inconvenience resulting from any such work by the City or its contractors and agents shall not be grounds for reduction of any sum or charge otherwise payable by Concessionaire if the same shall not unreasonably interfere with Concessionaire's Airport Food Service Concession operations.

19.21 Open Records Notice

City is subject to the Texas Public Information Act; and any records submitted by Concessionaire to City, including sales figures, may be subject to disclosure upon a request from the public. In the interest of assisting Concessionaire to timely assert any exemptions from disclosure that may be available to Concessionaire, City will notify Concessionaire as soon as practicable of any request for information in accordance with the Texas Public Information Act.

19.22 Parking Citations

Concessionaire shall pay any and all airport parking citations related to its Food Services Concession operations.

19.23 Payment of Taxes and Fees

Concessionaire shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, and local taxes which are now or may hereafter be levied upon the premises, or upon Concessionaire, or upon the business conducted on the premises, or upon Concessionaire's property used in connection therewith, provided, however, that the Concessionaire may at its sole expense dispute and contest same and in such case such disputed item need not be paid until finally adjudged to be valid. Concessionaire shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Concessionaire.

19.24 Responsibility for Payments

Concessionaire agrees that it shall remain responsible to the City for all payments and other charges pursuant to this Agreement, even if Concessionaire's bank account is incorrectly debited and/or electronically transferred in any given month. Such fees and other charges shall be immediately payable to the City upon written demand.

19.25 Relationship of Parties

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other such similar relationship, between the parties hereto. It is understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of City and Concessionaire.

19.26 FAA Required Modifications

In the event that the Federal Aviation Administration or its successor requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

19.27 Severability

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

19.28 Subordination to Agreements With The United States Government

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United State Government, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. The City covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

19.28.1 Time of Emergency

During time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States for government use, and, if such lease is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

19.29 Service Fee Prompt Payment

Concessionaire shall promptly pay all service fees and other charges connected with its use of an automated debiting system and/or electronic funds transfer system, including, without limitation, any charges resulting from insufficient funds in Concessionaire's bank account or any charges imposed on the City.

19.30 Successors and Assigns Bound

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

19.31 Early Termination/Survival of Indemnities

The Concessionaire may terminate the agreement with 180 days' notice. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of the Term. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Concessionaire shall, at City's option, defend City at Concessionaire's expense by counsel satisfactory to City and Concessionaire, which consent shall not be unreasonably withheld or delayed.

19.32 Table of Contents and Headings

The table of contents, titles and headings of the Articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

19.33 Time of Essence

Time is of the essence of this Agreement.

19.34 Update of Exhibits

The City shall, without the necessity of an amendment to this Agreement, have the right to periodically update those requirements set forth in **Exhibits 1 through 4** to reflect changes in practices for similar properties or operations either at the Airport or at other Airports nationwide.

19.35 Waiver of Claims

The Concessionaire hereby waives any claim against the City and the State of Texas and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void or voidable, or delaying the same or any part hereof, from being carried out.

19.36 Interpretations

All terms defined in this Agreement and all pronouns used in this Agreement shall, unless the context clearly requires otherwise, be deemed to apply equally to the singular and plural forms and to all genders. Except as otherwise expressly provided or unless the context otherwise requires, (a) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as of the time applicable to the City, (b) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision, and (c) the word "including" shall mean "including without limitation". The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

19.37 Trash Removal.

Concessionaire, at its sole expense, shall at all times keep the Premises orderly, neat, safe, clean and free from rubbish and dirt, and shall store all trash, garbage and other waste within the Premises or in such areas as may be designated by the Director for such storage and shall properly dispose of the same in accordance with the City's requirements. Concessionaire shall pay its proportionate share of the cost and expense incurred by the City to provide trash removal services for all of the concession operators in the Airport. Trash Removal charges shall apply to those areas directly adjacent to the Concessionaire's Premises.

19.38 Street Pricing Policy and Requirements

1. **Pricing.** Concessionaire acknowledges the Airport's objective to provide passengers and employees high quality merchandise at reasonable prices. Concessionaires shall provide quality food & beverage, specialty retail, newsstand, and gifts at prices that do not exceed ten percent (10%) above the average price charged for the similar or identical products at identical or similar concepts in the San Antonio Metropolitan area for The San Antonio International Airport's approval. For duty free concession vendors, where there are no comparable off- airport operations, the pricing policy requires that the prices of duty free merchandise and products that do not exceed ten percent (10%) above the average price charged in duty free stores other airports in the southwestern U.S.

A. For merchandise with a pre-printed price affixed by the manufacturer or distributor, the selling price at the Airport shall not exceed the pre-printed price;

B. Nationally and locally branded concepts shall be compared to three (3) locations of the same brand located in the San Antonio metro area. Locations found closer to the Airport shall not be left out of comparisons.

1. If there are not three (3) locations of the same brand located in the San Antonio metro area, Concessionaire must benchmark against as many of the same brands locations as possible.

C. For all non-branded, proprietary, or branded concession locations not represented off-Airport in the San Antonio metropolitan area, the price for merchandise at the Airport shall not exceed the average price, by more than ten percent (10%) for the same or similar merchandise (of like size and quality). Three Price Benchmark Establishments must be selected by Concessionaire. Three (3) additional Price Benchmark Establishments may be selected by the Airport, if the Airport believes that the concessionaire has left out comparable locations in favor of locations that maintain a pricing structure that does not provide value to the customer. In such case, the price for merchandise shall not exceed the average price, by more than ten (10%) for the same or similar merchandise at the six (6) locations.

2. **Price Benchmark Establishments.** No less than sixty (60) days prior to the Effective Date, Concessionaire must submit to the Authorized Representative the names and addresses of at least three (3) locations, the Airport shall submit to Concessionaire its list of three (3) Price Benchmark Establishments.

A. Food & Beverage and specialty retail locations are comparable to food & beverage establishments located in the San Antonio metropolitan area.

B. News and Gift (Convenience) locations are comparable to neighborhood convenience stores such as Walgreens and CVS, as well as national gas stations like Phillips 66 and Valero. At least one (1) neighborhood convenience store or national gas station must be used in Price Benchmark Establishments in reports for News and Gift'(Convenience) locations.

C. Amendments to Benchmarks. Once approved by the Airport, the businesses (hereinafter referred to as the Price Benchmark Establishments) will be used as the basis for price comparisons during the remainder of the Term. In the event any of the Price Benchmark Establishments ceases operations or, in the sole discretion of the Airport, alters its concept, branding, service style, merchandise selection or menu so as to no longer be a valid comparison, Concessionaire must propose a substitute Price Benchmark Establishment for approval by the Airport.

3. **Price Surveys.** No later than sixty (60) days prior to the Effective Date and prior to the beginning of each year of the Term, Concessionaire shall, at its own expense, prepare a product and price survey of the Price Benchmark Establishments that demonstrates, to the satisfaction of the Airport, Concessionaire's compliance with the pricing standards herein. Concessionaire shall also provide to the Authorized Representative, a price list of each and every item and service to be sold at a concessions location which shall be subject to approval of the Airport. Further, at any time during the Term, Concessionaire shall provide a current product price list to the Authorized Representative within ten (10) days of written request by the Authorized Representative.

4. **Price Changes.** Throughout the Term, Concessionaire may request changes to pricing no more than twice a year. Requested price changes must be submitted in writing and include such information and data as reasonably requested by the Authorized Representative including, but not limited to, the results of price surveys or other economic justification supporting the requested price change(s). The Airport shall, in its sole discretion, determine which, if any, price changes are consistent with the Pricing Standard and shall notify Concessionaire in writing of its approval or rejection of each requested price change. No later than ten (10) days after any adjustment to prices, the Parties agree to modify the product price list to incorporate said price adjustments. Modification will be confirmed by letter written acknowledgment from, or on behalf of, the Airport without need for formal amendment to the Agreement.

5. **Price Conformance.** At any time during the Term, the Airport may survey or cause to be surveyed, prices being charged for goods or services offered by Concessionaire. The Airport shall have the right to monitor and test all of Concessionaire's merchandise prices by a shopping service or the Airport's personnel. If the Airport concludes, based on the results of the survey, that any prices being charged by Concessionaire do not comply with the Pricing Standard, the Airport will require Concessionaire to adjust prices to the amounts permitted herein.

6. **Price Adjustments.** Concessionaire shall, within three (3) days of written notice from the Airport, adjust any prices that the Airport determines, in its sole discretion, to be inconsistent with the pricing standard. Failure to rectify any pricing discrepancies within the aforementioned three (3) business days constitutes a material breach by Concessionaire of this Agreement and will be assessed fines as set forth herein.

7. **Deficiency Penalty-Pricing Policy.** In addition to performance standards fines which may be assessed upon initial notice of noncompliance, Concessionaire is subject to deficiency penalties for failing to rectify any pricing discrepancies within the aforementioned three (3)

business days. The deficiency penalty for failure to comply with the pricing policy shall be \$100 per item per day.

19.39 Construction

1. (a) The City shall deliver and Concessionaire will take possession of the Premises in an "AS IS", "WHERE LOCATED" condition. All improvements to be made to the Premises shall be in accordance with **Exhibit 5**, the Design Criteria Manual, as they currently exist and as amended from time to time, and permitted in accordance with all applicable laws and regulations and any other requirements required by the City. Concessionaire shall construct and install all of its improvements (including both Fixed Improvements and Operating Equipment) to the Premises so that the Premises will provide attractive, well-designed concession facilities that promote the marketing of merchandise, products and/or services and present a positive image to the Terminal's users. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit 5**, at the times and in the manner therein provided. It is understood and agreed by Concessionaire that any non-material changes from any plans and specifications covering the City's work (if any), as described in **Exhibit 5**, shall not affect, change or invalidate this Agreement. In the event of an ambiguity or conflict between the construction-related provisions contained in this article **19.39**, **Exhibit 5**, the Design Criteria Manual and the City's permitting process, the City's permitting process shall control over any such construction-related provisions.

(b) Within 30 days of the Effective Date, Concessionaire, at its expense, shall submit its conceptual drawings and plans ("Conceptual Plans") for approval by the City, such approval to be determined in its discretion. Once the Conceptual Plans are approved, Concessionaire shall, at its expense, prepare final drawings and specifications ("Final Drawings") no later than 30 days or such shorter period of time in order for Concessionaire to complete Concessionaire's work and open the Premises for business to the public. The Final Drawings shall be based upon the approved Conceptual Plans meeting the requirements set forth in this Agreement and the documents referenced herein and shall be submitted for the approval of the City pursuant to the permitting process. The City shall have the right to approve or disapprove the Final Drawings as determined in its discretion. In the event of disapproval, Concessionaire shall immediately revise the Final Drawings and shall promptly and continually re-submit them for approval of the City until such approval is obtained. Concessionaire's failure to furnish the Conceptual Plans and Final Drawings within the time frames set forth herein and in the form required by this Agreement, **Exhibit 5** and the documents referenced therein, or failure to perform any other obligation under this section, **Exhibit 5** and the permitting process, shall constitute a material default by Concessionaire hereunder, which shall entitle the City to all remedies set forth in **Article 17**. If the Director reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Concessionaire fails to timely provide the Conceptual Plans and/or Final Drawings, including any revisions required thereto within 30 days from the dates required, the City may at its option, terminate this Agreement upon 24 hours' notice to Concessionaire, in which event this Agreement shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved by the City (and once so approved they are incorporated into this Agreement by reference herein), except minor deviations required due to existing field conditions, shall be made by Concessionaire without the City's prior written consent. Approval of the Conceptual Plans and

Final Drawings by the City shall not constitute any representation or warranty or the assumption of any responsibility or any liability by the City for their accuracy, efficacy or sufficiency and Concessionaire shall be solely responsible for such items. Storefront barricades, reasonably acceptable to the City, attractively screening the Premises from view during construction shall be erected and maintained by Concessionaire in accordance with the City's permitting process at all times prior to Concessionaire's opening for business and shall be removed and properly disposed of by Concessionaire prior to such opening, all at Concessionaire's sole cost and expense. If Concessionaire fails to construct, erect, maintain, remove and dispose any such storefront barricades, Concessionaire shall reimburse the City for all reasonable and actual costs incurred by the City in performing any of the same.

(c) After receipt of all approvals of the Final Drawings, Concessionaire shall immediately apply for and diligently pursue, at Concessionaire's expense, any and all permits necessary to perform Concessionaire's construction. Concessionaire, at its expense, shall construct, equip and complete the Fixed Improvements and install its Operating Equipment proceeding at all times with due diligence and in a good and workmanlike manner under the supervision of a Texas licensed architect or engineer in accordance with all applicable legal and code requirements, the Aviation Department's review process and the permits in order to complete the same and open the Premises for business to the public. All such construction shall be completed free and clear of all liens, encumbrances and security instruments. If any mechanics', materialmen's or other lien is filed against the Premises, the Terminal, the Airport, the City or any interest in this Agreement as a result of any work or act of Concessionaire, Concessionaire 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 thereof. If Concessionaire fails to discharge and have the lien released from record as provided above, the City may, at its option, bond or pay the lien or claim for the account of Concessionaire without inquiring into the validity thereof and Concessionaire shall, within 30 days after notice, completely reimburse the City for any funds so spent to bond or pay the lien or claim.

(d) All contracts and subcontracts for the performance of Concessionaire's Work shall require:

- i. all employees to work in harmony with other labor employed at the Airport in accordance with this Agreement,
- ii. all personnel be properly bonded and badged for Airport security purposes;
- iii. insurance coverage and suretyship reasonably satisfactory to the City;
- iv. compliance with all of the requirements of this Agreement, the BPA process, all applicable permits, and/or as otherwise required by code;
- v. in the case of Fixed Improvements, performance and payment bonds in a form and substance reasonably satisfactory to the City, each of which shall name the City as an additional obligee and aggregating in the penal sum equal to all of Concessionaire's construction contracts.

(e) Cost of Fixed Improvements. Within 90 days after completion of construction of each location within the Premises, Concessionaire shall furnish to the Director such information as the City may reasonably require in connection with the determination of such costs. At a minimum, such cost information shall include copies of all contracts, copies of all invoices for the work which clearly identified the work completed and copies of all canceled checks for payment, all of which shall be

evidenced by a certificate from Concessionaire. After completion of all locations within Premises, Concessionaire shall certify the total cost of each location and the total Premises.

The City reserves the right to audit documentation of all Cost of Fixed Improvements for the same period that the City has to audit Concessionaire's other Records as set forth in this Agreement. Concessionaire must cooperate in such an audit and provide other supporting cost documentation (including books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all construction costs claimed to have been incurred in performing Concessionaire's Work) upon request within 15 days after notice from the Director. If the City disagrees with the Concessionaire's determination of: (i) Cost of Fixed Improvements, or (ii) the reasonableness of the cost of the item, or (iii) if supporting cost documentation is not sufficient, the Director shall notify the Concessionaire in writing. Concessionaire shall have 15 days following receipt of the Director's notice in which to respond or provide any additional information. After consideration of any response or additional information provided, the City will make a reasonable final determination as to whether or not the construction costs will qualify as Cost of Fixed Improvements.

2. Occupancy Permits, Lien Waivers and Other Documents. Within 60 days after Concessionaire's opening for business in the Premises, Concessionaire shall deliver to the City executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Concessionaire's Work, notarized and unconditional, in such form as the Director shall have reasonably approved and 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 referenced herein. Further, Concessionaire shall, prior to operating in each location, also deliver to the Director a copy of the Certificate of Occupancy with respect to each location within the Premises within 20 days after Concessionaire's receipt thereof from the City.

Within 90 days after Concessionaire's opening for business in the Premises, Concessionaire shall deliver to the Director (i) final and complete sets of "as-built" Final Drawings and Computer Aided Drafting and Design ("CADD") drawings, duly certified by a registered architect or registered engineer licensed in the State of Texas; and (ii) statements of the total construction costs incurred by Concessionaire which is certified by a responsible officer of Concessionaire as correct together with copies of all supporting documentation required by the City. If Concessionaire shall fail to provide any of the same within such 90 day period, Concessionaire shall pay to the City as Contractual Charges, within 10 days after demand, the sum of not more than \$500.00 per month for each month that such certified drawings, construction costs and required documents have not been delivered to the City within such period of time. If such failure shall continue for a period exceeding 6 months after Concessionaire's opening for business in the Premises, such shall be a material default by Concessionaire hereunder entitling the City to all remedies available to it hereunder or at law.

3. Delivery and Condition of Premises.

(a) Except as otherwise specifically provided herein, Concessionaire hereby agrees that upon delivery of possession of the Premises to Concessionaire, Concessionaire shall accept such

delivery of possession of individual locations that comprise the Premises in its then existing "AS IS" condition, and Concessionaire acknowledges that

- i. Concessionaire shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession;
- ii. the City shall have no obligation to improve or alter the Premises for the benefit of Concessionaire other than to complete any remaining portion of the City's Work, if any, under **Exhibit 5**;
- iii. except as may be expressly provided herein, neither the City nor any of the City's employees, agents, designated management representatives, contractors nor brokers has made any representation or warranty of any kind respecting
 - 1) the condition of the Premises, and/or the Terminal,
 - 2) the suitability thereof for Concessionaire's permitted use or the conduct of Concessionaire's business, or
 - 3) occupancy or operation within the Terminal by any other airline, person or entity including forecasted or estimated enplaned passenger volume in the Terminal.

(b) Concessionaire irrevocably waives any claim based upon or related to any such claimed representation by the City or its designated management representatives as to public traffic to be expected at the Premises or sales to be expected at the Premises. Concessionaire's taking possession of the Premises shall constitute Concessionaire's formal acceptance of the same and acknowledgment that the Premises are in the condition called for hereunder, subject to all field conditions existing at the time of delivery of possession. In no event shall the City be liable for damages or otherwise as a result of any failure to make the Premises available within the time and/or in the condition provided herein.

4. Ultimate Completion of Construction. Notwithstanding anything to the contrary contained herein, if for any reason whatsoever (excluding, without limitation, force majeure), the construction delivered shall not have commenced prior to such date as shall be one (1) year from the Effective Date or such longer period of time as the Director may approve in writing to Concessionaire, then, at the City's option, this Agreement shall be automatically terminated, in whole or in part, without further act of either party hereto and each of the parties hereto shall be released from any further obligation hereunder with respect to the unconstructed premises.

5. Alterations By Concessionaire. Concessionaire shall not make or cause to be made any alterations, additions or improvements to the Premises (for example, Concessionaire shall not install or cause to be installed any signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies, awnings, electronic detection devices, antennas, mechanical, electrical or sprinkler systems, or make any changes to the storefront or the general appearance of the Premises), without the prior written approval of the City pursuant to the BPA process.

Concessionaire, with the prior written approval of the Director, may make such voluntary alterations, additions and improvements to the interior of the Premises provided that:

- i. the same are cosmetic and not structural in nature, do not affect a utility system, the storefront or storefront sign and are not inconsistent with the Final Drawings approved by the City;
- ii. Concessionaire complies with the provisions concerning contractors, labor relations, reporting of costs and insurance and bonds, the provisions of **Exhibit 5** and the Design Criteria Manual;
- iii. after Concessionaire has obtained the City's approval, Concessionaire shall submit to the Director 15 days written notice prior to undertaking any of the foregoing together with a schedule of the commencement and completion dates of the work; and
- iv. Concessionaire shall comply with the BPA process. Concessionaire shall present to the City, Final Drawings for all alterations, additions or improvements, voluntary or otherwise, at the time approval is sought, in accordance with criteria and procedures as provided in **Exhibit 5**, the Design Criteria Manual and the permitting process.

6. Removal By Concessionaire. All Fixed Improvements and any alterations thereto made by Concessionaire shall be deemed to have permanently attached to the Premises and title shall immediately be deemed vested in the City. Upon the expiration or earlier termination of this Agreement, Concessionaire shall not remove any of such Fixed Improvements; provided, however, that Operating Equipment, removable trade fixtures installed by Concessionaire and not permanently affixed to the Premises and Concessionaire's personal property shall remain the property of Concessionaire and may be removed throughout the Term hereof or upon expiration or earlier termination of the Term hereof if all Rental and other charges due hereunder are paid in full and Concessionaire is not otherwise then in default of any of the covenants, terms or provisions of this Agreement beyond applicable notice and cure periods; provided that Concessionaire immediately repairs any damage caused by such removal. Under no circumstances shall fixed improvements be demolished or removed except with the prior written consent of the Director. If Concessionaire shall fail to remove any of its personal property and Operating Equipment, the City may, at its option, retain either any or all of such property, and title thereto shall thereupon vest in the City without compensation to Concessionaire; or the City may remove all or any portion of the property from the Premises and dispose of the property in any manner, without compensation to Concessionaire. In the latter event, Concessionaire shall, upon demand, pay to the City the reasonable and actual expense of such removal and disposition and the repair of any damage to the Premises resulting from or caused by such removal. Concessionaire shall, at its expense, execute all documents requested and deemed necessary by the City to evidence the title to any fixed improvements. The obligations contained in this Section 19.39 shall survive the expiration or earlier termination of this Agreement.

7. Changes and Additions. The City reserves the right at any time, and from time to time, to make extensive renovations and/or alterations to, and to build additional stories on, the Terminal and to construct other buildings and improvements in the Airport, including any extensive modifications of the Public Areas in connection therewith, to enlarge or reduce the Terminal, to add decks or elevated parking facilities, and to sell or lease any part of the land comprising the Airport, for the extensive construction thereon of a building or buildings which may or may not be part of the Airport. The City reserves the right at any time to relocate, reduce, enlarge, or reconfigure the Terminal, the Airport, parking areas and other Public Areas. Concessionaire agrees to accommodate and cooperate with the City in such matters, even though Concessionaire's own operations may be inconvenienced or impaired thereby and Concessionaire agrees that no liability

shall attach to the City (including its agents, contractors, designated management representatives, directors, employees, officers and subcontractors) by reason of such inconvenience or impairment and Concessionaire hereby waives any and all claims for damages and other consideration by reason of such inconvenience or impairment. The City shall use reasonable efforts not to materially inconvenience Concessionaire or materially impair Concessionaire's operations and the Director shall give reasonable notice to Concessionaire of any such construction, repair or related activity. The City shall have the exclusive right to use all or any part of the roof of the Terminal for any purpose; to erect additional stories or other structures over all or any part of the Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be materially impaired; and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Terminal, the same to be in locations as will not unreasonably deny Concessionaire's use thereof. The City may make any use it desires of the side or rear walls of the Premises (including, without limitation, freestanding columns and footings for all columns) and the City, at its expense, shall repair all damage to the Premises resulting from any work related to such use. The City will be initiating major improvements to the flooring in Terminal A. City may be undertaking these improvements at the same time as Concessionaire is performing construction on Concessionaire's Premises. It is expected that this project could have an impact on the Premises of Concessionaire including opening of the Premises to the public, access to and from the Premises, and store operating hours. Concessionaire is expected to coordinate closely with City, as needed, during all phases of the Terminal A flooring project.

8. Relocation, Reduction Or Termination.

(a) At any time during the Term hereof, due to the nature of the commercial air public transportation facilities in general, it may be necessary to relocate and/or reduce all or any part of the Premises if the Director determines such action to be necessary for airline and/or airport operational considerations (e.g., the operation of non-concession services in the Terminal, the operation of non-concession services for any airline or Airport operations in the Terminal or due to public health or safety issues relating to the operation of the Terminal). For purposes hereof, relocation is defined as the City's decision to terminate possession of an existing concession facility and to provide a reasonably comparable space for the substitute concession facility in terms of size, location, relation to airline gates and exposure to the Terminal's users' pedestrian traffic flow patterns (particularly enplaned passengers) within the Terminal. Reduction of the Premises includes, but is not limited to, the movement of walls of the Premises or any other action which may reduce the Floor Area of the Premises. In the event the Director elects to exercise any such rights as the City deems reasonably necessary or desirable, it shall advise Concessionaire by 60 days prior written notice and Concessionaire hereby agrees to be bound by such election and to execute; upon receipt from the Director, whatever amendments, terminations or other instruments as may be necessary. If the Premises are relocated or reduced to a size reflecting a 10% or greater decrease in the Floor Area, the parties agree to negotiate in good faith on a commercially reasonable basis with respect to an equitable adjustment to Guaranteed Rent. Any such relocation or reduction of the Premises shall be accomplished, with Concessionaire's complete cooperation, as expeditiously as is reasonable under the circumstances but in no event later than the date specified by the Director to ensure the proper and efficient operation of the Terminal. In the event any such relocation or reduction occurs after the Premises have been constructed and opened for business to the public, the City agrees to reimburse Concessionaire (through appropriate credits

against future payments of Guaranteed Rent and/or Percentage Rent, through direct reimbursement, or by bearing costs directly, or a combination of any methods legally available to City) for the reasonable and proper costs of renovating the relocated and/or reduced Premises (in accordance with Final Drawings and total renovation costs approved by the Director) so that the same are reasonably comparable to the original Premises. The City also agrees to reimburse Concessionaire (through appropriate credits against future payments of Guaranteed Rent and/or Percentage Rent, through direct reimbursement, or by bearing costs directly, or a combination of any methods legally available to City) for the reasonable and proper costs of moving Concessionaire's Operating Equipment and exterior storefront signage. Concessionaire shall be responsible for any and all other costs involved. The City shall not have any liability for such relocation or reduction of the Premises other than as specifically set forth in this Section 7.04(a) and Concessionaire hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation benefits under Federal and any state law. If Concessionaire is unable to operate its business in the Premises or any portion thereof as a result of the exercise of any of the City's rights, Concessionaire's payment of Guaranteed Rent shall be abated during the period which Concessionaire is unable to operate. Notwithstanding the foregoing, if the Director desires to relocate Concessionaire to a substitute concession facility as provided in this **Section 19.39**, Concessionaire shall have the right, in its sole discretion, to terminate this Agreement within 30 days after receipt of the Director's relocation notice. If Concessionaire elects to terminate this Agreement as provided in this **Section 3** due to the proposed relocation of the Premises, this Agreement shall terminate on the Effective Date thereof as reasonably specified by the Director and Concessionaire shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Concessionaire under this Agreement up to and including the Effective Date of such termination. Upon the early termination of this Agreement by the Concessionaire as provided in this **Section 3**, other than by reason of Concessionaire's default, Concessionaire shall be entitled to be reimbursed by the City for any unamortized investment in Fixed Improvements to the nearest full month as established by its amortization period for Cost of Fixed Improvements in accordance with the requirements set forth in **Section 19.39(8)(b)** below.

(b) In the event the Director in its reasonable judgment believes it desirable for the City to obtain possession of the Premises, or any portion thereof, for airline and/or airport operational considerations (e.g., the operation of non-concession services in the Terminal, the operation of non-concession services for any airline or Airport operations in the Terminal or due to public health or safety issues relating to the operation of the Terminal), the Director, upon 90 days prior notice in writing to Concessionaire, may terminate this Agreement. In the event of such termination, within 120 days following the date that Concessionaire shall have vacated and surrendered possession of the Premises to the City in the condition required under this Agreement, paid all Rentals and performed all other accrued obligations hereunder through the Effective Date of such termination, the City shall pay to Concessionaire a sum equal to net book value of Cost of Fixed Improvements. In order to obtain any funds from the City, at a minimum, Concessionaire must have furnished to the Director all such relevant information concerning the net book value of the Cost of Fixed Improvements. The following will be considered the net book value of the Cost of Fixed Improvements: (i) the unamortized balance of reasonable amounts paid by the Concessionaire for the construction and installation of Fixed Improvements upon the Premises; (ii) the unamortized balance of reasonable amounts paid by the Concessionaire to extend utility lines into the Premises; and (iii) the unamortized balance of reasonable sums paid to external architects,

engineers, surveyors, and construction managers in connection with the design, development and construction of Fixed Improvements upon the Premises. For purposes of this Agreement, the Concessionaire's Cost of Fixed Improvements shall be amortized by Concessionaire, depreciated monthly, using the straight-line method, over a period beginning with the location's Rental Effective Date through the fifth (5th) anniversary of the first Lease Year or over the useful life of each Fixed Improvement in accordance with GAAP, whichever period is shorter.

(c) Such payments shall be in lieu of any claims, causes of actions, suits, or damages that Concessionaire may have as a result of its use and occupancy of the Premises, including, without limitation, any and all rights and/or awards under any applicable Federal or state law.

19.40 Product Exclusive Rights.

City may enter into contracts with one or more manufacturers or suppliers granting to said companies certain exclusive rights pertaining to the sale of food, beverages, other products or technologies at the Airport. Concessionaire agrees to include products and technologies of said exclusive supplier or manufacturer in Concessionaire's menu or merchandise list, as applicable.

Concessionaire further acknowledges that price ceilings for exclusive rights shall be set by City and shall be reviewed annually for price adjustments. If City grants such an exclusive right during the Term of this Agreement, Concessionaire shall have sixty (60) days from receipt of written notice to comply with the exclusive rights.

Concessionaire agrees not to sell, display, advertise, or promote similar products of or from other manufacturers or suppliers unless Concessionaire has first received written approval from the Airport Concessions Division. The approval may be withheld in City's sole discretion.

19.41 Concessionaire's Logistical Support and Proportionate Share of the Logistics Charge.

All deliveries of supplies, materials, inventory or merchandise and products required to support the operations of Concessionaire shall be made to the dock area controlled by the City. No deliveries of any items shall be made by any persons or entities directly to the Premises without the prior written authorization of the Director and if given by the Director, the Director shall have the right to revoke any such authorization at any time and for any reason. Following notice of all shipments for all items received at the dock area, Concessionaire shall be responsible, at its sole cost and expense, for promptly transporting all of such items from the dock area to storage and/or the Premises. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of the City as they relate to the transporting of supplies, materials, inventory or merchandise and products in the Terminal and at the Airport and shall be in compliance with all applicable federal, state and local laws, regulations and ordinances as well as all Airport rules and regulations promulgated from time to time by the City. The dock area controlled by the City may be located within the airfield of the Airport and may be subject to all post-security regulations with respect to access to secured areas in airports in the United States. Therefore, all delivery vehicles may have to be escorted to the dock by authorized service personnel and vehicles. The City, in its discretion, shall have the right to establish rules and regulations with respect to such deliveries including, but not limited to:

- i. restrictions on delivery times (days and hours), staging areas for delivery vehicles (if any), and the time period in which any vehicle may remain in the dock area;
- ii. methods of delivering supplies, materials, inventory or merchandise and products

- from the dock area to storage and/or the Premises such as pallet or plastic wrap requirements, for example; and
- iii. delivery vehicle escort guidelines, rules, instructions and training if so required which must be complied with by Concessionaire and all transportation companies and vendors delivering any such items to the dock area.

The City may deny access or require any vehicle to be removed for failure to follow any such rules, regulations and guidelines that may be established by the City from time to time.

(a) At the sole option of the Director, after first giving reasonable notice to Concessionaire, Concessionaire shall pay to the City, as Additional Rent in the manner and at the place hereinafter provided, Concessionaire's proportionate share of the Logistics Charge ("**Logistical Charges**") as follows: all costs and expenses of every kind and nature paid or incurred by the City with respect to the provision of logistical support within the Airport as set forth herein (collectively, "**Logistics Costs and Expenses**"). Logistical Costs and Expenses shall include, but not be limited to, the full cost and expense of:

- i. all labor costs for persons employed to perform logistical support services as described herein, including the cost of identification badges and uniforms for all such personnel;
- ii. the cost of all supplies and equipment utilized to perform logistical support services;
- iii. any and all other direct costs which the City deems necessary or desirable in order to perform logistic support services; and
- iv. an administrative fee not to exceed ten percent (10%) of the total annual amount of the actual Logistics Costs and Expenses.

With respect to the replacement cost of any procurement of equipment and other items necessary for the performance of logistical support services, the City shall use commercially reasonable efforts to control such replacement costs.

(b) The proportionate share to be paid by Concessionaire shall be that portion of Logistics Costs and Expenses which the number of square feet of Floor Area in the Premises bears to the total number of square feet of Floor Area of gross leased and occupied Floor Area of all concession facilities in the Airport; provided, however, any vacant Floor Area excluded shall not exceed twenty-five percent (25%) of the gross leaseable Floor Area of all such concession facilities. The gross leased and occupied Floor Area in effect for the whole of any Lease Year shall be the average of the gross leased and occupied Floor Area on the first day of each calendar month in such Lease Year.

(c) Concessionaire's proportionate share of Logistics Costs and Expenses for the Logistics Charge following the Rental Commencement Date shall be paid to the City as Additional Rent in equal, consecutive monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by the Director from time to time. Subsequent to the end of each Lease Year, the City shall furnish Concessionaire with a detailed statement of Concessionaire's proportionate share of such Logistics Costs and Expenses for such period showing general method of computing such proportionate share. Concessionaire shall not have any inspection or audit rights of any of the City's books and records pertaining to Logistics Costs

and Expenses and the Logistics Charge and Concessionaire hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Concessionaire for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on the City's statement, Concessionaire shall pay the difference between the amount paid and the actual amount due, within 30 days after the furnishing of each such statement. If the total amount paid by Concessionaire for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Concessionaire to the City for Logistics Costs and Expenses under this Agreement. If at the end of the Term of this Agreement, the total amount paid by Concessionaire for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Concessionaire within 60 days after Concessionaire has vacated the Premises in the condition required at the conclusion of this Agreement and all Rentals and other sums due the City from Concessionaire under this Agreement have been paid in full or the City shall be entitled to deduct any such remaining sums due from any such excess. The City may estimate the annual budget and charge the same to Concessionaire on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Logistics Costs and Expenses for the Logistics Charge.

19.42 Damage and Destruction

If the Premises shall be partially damaged by fire or other casualty, the Concessionaire shall give immediate notice thereof to the City and the same shall be repaired at the expense of the City without unreasonable delay unless the City determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such casualty until said building is so repaired, monthly Rental payments hereunder shall abate in such proportion as the part of the Premises thus destroyed or rendered untenable bears to the total Floor Area of the Premises; provided, however, that if the Premises shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the Rentals hereunder shall not cease or be abated during any repair period. In the event that the damage to the Premises should be so extensive as to render it untenable, the Rentals shall cease until such time as it shall be put in repair, but in the event the Premises is damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of the City not to rebuild the same, then at the option of the City, and upon notice to Concessionaire, this Agreement shall cease and come to an end and the Rentals hereunder shall be apportioned and paid up to date of such damage. If the City elects to rebuild the Premises, the City shall notify Concessionaire of such intention within thirty (30) days of the date of the damage, otherwise this Agreement shall be deemed canceled and of no further force or effect. Notwithstanding any provision above, should the destruction or damage to the Premises (to the extent of work that is to be provided as part of the City's obligation) be so great that it will not be reasonably repaired or restored by the City within one hundred twenty (120) days to the state of fitness that existed prior to the commencement of improvements, if any, performed by Concessionaire, Concessionaire may, at Concessionaire's option, terminate this Agreement by written notification of same given to the City within thirty (30) days after the occurrence of such casualty, or upon notification that the work will not be completed within the one hundred twenty (120) days.

(b) The City's obligations to rebuild or repair under this Article shall, in any event, be limited to restoring the Premises to substantially the condition that existed prior to the commencement of improvements, if any, performed by Concessionaire and shall further be limited to the extent of

the insurance proceeds available to the City for such restoration. Concessionaire agrees that if the City elects to repair or rebuild as set forth herein, then Concessionaire will proceed with reasonable diligence and, at its sole cost and expense, to rebuild repair and restore its improvements, signs, fixtures, furnishings, equipment and other items provided or installed by Concessionaire in or about the Premises in a manner and to a condition at least equal to that which existed prior to the damage or destruction. Should the commencement, construction or completion of said repair, reconstruction or replacement be prevented or delayed by reason of war, civil commotion, acts of God, strikes, governmental restrictions or regulations, fire or other casualty, or any other reason beyond the control of either Party, the time for commencing or completing the repair, reconstruction or replacement, as the case may be, shall automatically be extended for the period of each such delay.

(c) City's election to repair the premises, as provided in this Article, shall not be construed as a waiver or limitation of City's right to pursue and/or recover damages/losses suffered by City.

19.43 Utilities

(a) The City shall provide access to commercially reasonable and normal amounts (as determined by the City) of electric, heat, air conditioning, and if applicable, gas, domestic cold water, high temperature hot water and sewage services for use by Concessionaire but shall have no obligation to provide telephone or data communication services to the Premises. With respect to telephone and data transmission services, Concessionaire (including all retail, service and food & beverage concessions) shall make separate arrangements with the applicable public utility service provider and shall pay directly to the applicable public utility service provider all charges incurred. In the event Concessionaire requires access to utility services over and above those provided by the City, with the Director's prior written permission, Concessionaire may extend those additional utilities and shall pay directly for the construction and installation costs of extending those additional utilities to the Premises. If Concessionaire extends any gas or electrical utilities, Concessionaire shall be solely responsible for and shall promptly install and pay for the construction and installation of utility submeters in locations approved by the City and/or the appropriate public utility service provider. Concessionaire shall be solely responsible for all fees, deposits and charges, including use and/or connection fees, hook-up fees, standby fees, and/or penalties for discontinued or interrupted service, and the like, for water (domestic cold and high temperature hot, if applicable), gas (if applicable), sewage (if applicable), electric, fire alarm, burglar alarm, telephone, data transmission, cable television, sewer and sanitation, solid waste disposal and any other service or utility used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by the City, irrespective of whether any of the foregoing are initially paid in advance by the City, or otherwise.

(b) For all food & beverage concessions, Concessionaire shall pay to the City for utilities used and consumed by Concessionaire for the conduct of its business within the Premises on a pro-rata square foot basis. Gas consumption charges will reflect fully compensatory, non-discriminatory rates reasonably established and allocated to the Premises by the City. Concessionaire's proportionate share of gas consumption charges shall be determined by multiplying the total gas consumption charges incurred by the City for the operation of the food court area by a fraction, the numerator of which is the number of square feet of Floor Area in the Premises and the denominator of which is the number of square feet of all food & beverage concession facilities located within or reasonably adjacent to the food court area.

For utility services, other than the food court, the Director shall make a reasonable allocation to calculate the amount owed by Concessionaire at rates which will reflect fully compensatory, non-discriminatory, standard rates established by the applicable public utility service providers. Any such utility charges shall be billed by the City to Concessionaire in arrears and shall be paid, as Additional Rent, with the next monthly installment of the MAG following Concessionaire's receipt of the invoice therefor.

(c) In no event shall the City be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof supplied to or by the City is changed or is no longer available for Concessionaire's requirements, nor shall any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character constitute or be deemed to constitute actual or constructive eviction of Concessionaire, or excuse or relieve Concessionaire from its obligations hereunder, including but not limited to the payment of Rental or all other sums, damages, fees, costs and expenses payable under this Agreement. Any obligation of the City to furnish light, power and services from a central utility plant shall be conditioned upon the availability of adequate energy sources. The City shall have the right to reduce heating, cooling and lighting within the Premises and the Public Areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. Notwithstanding anything to the contrary contained in this **Section 19.43(c)**, if any utility to the Premises is supplied by or through the City and, due to the sole negligence of the City, such utility to the Premises is interrupted which forces Concessionaire to close its business within the Premises for more than 2 complete and consecutive days, then the MAG shall abate for the period commencing on the 3rd day after Concessionaire is forced to close its business within the Premises and shall continue until the earlier of: (i) the date such utility is restored to the Premises, or (ii) the date Concessionaire reopens its business in the Premises.

(d) If applicable, Concessionaire shall operate its additional heating, ventilating and air conditioning ("HVAC") system(s), if applicable, serving the Premises so as to maintain comfortable conditions during regular Terminal concession business hours. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Concessionaire's obligation to connect to the services supplied by the City, as set forth in this Section and **Exhibit 5**, as well as Concessionaire's operation and maintenance of its additional HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit 5**, the SAIA-SSC, and in any related exhibit(s) such as the approved Final Drawings. If Concessionaire desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Concessionaire shall not have the right to do so without the Director's prior written approval of Concessionaire's plans and specifications therefor. If such installation is approved by the Director, and if such additional facilities are provided to accommodate Concessionaire's installation, Concessionaire agrees to pay the City, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Concessionaire shall in no event use any of the utility facilities in any way which would overload or overburden the utility systems at the Terminal and the Airport. The City shall have the right to impose reasonable restrictions and require Concessionaire to comply with any state or local regulations or measure adopted from time to time with respect to conservation of any utilities including water usage.

19.44 Concessionaire's Interest Not Transferable

Neither Concessionaire's interest in this Agreement, nor any estate hereby created in Concessionaire nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended ("Code").

19.45 Election To Assume Agreement.

Even though this is an Agreement of real property in an airport, the Parties contractually agree that this Agreement shall be construed to be a lease of commercial real property within the meaning of Section 365 of the Code. If Concessionaire becomes a Debtor under Chapter 7, 11 or 13 of the Code, and the Trustee or Concessionaire, as Debtor-In-Possession, elects to assume this Agreement for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Concessionaire, as Debtor-In-Possession, fails to elect to assume or reject this Agreement by the 60th day after the entry of the Order for Relief in a case under Chapter 7, 11 and 13 of the Code, this Agreement shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Concessionaire, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to the City and the City shall have no further obligation to Concessionaire or Trustee hereunder. The acceptance of Rental by the City after the 60th day shall not be deemed a waiver of the City's rights herein and under Section 365 of the Code, and the City's right to be compensated for damages in such bankruptcy case shall survive.

19.46 Occupancy Charges

When, pursuant to the Code, the Trustee or Concessionaire, as Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Percentage Rent and all other monetary obligations of Concessionaire for the payment of Additional Rent.

19.47 Access by the City

(a) The City, its agents and designated management representatives shall have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises) upon reasonable notice to Concessionaire. Concessionaire shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The City shall have the further right to enter the Premises to make such repairs, alterations, improvements or additions as it may deem necessary or desirable, and shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Concessionaire in whole or in part, and the Percentage Rent, Additional Rent and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Concessionaire, or otherwise.

(b) In exercising such right of entry, the City shall use reasonable efforts not to disrupt Concessionaire's business in the Premises. The City or its agents and designated management representatives shall have the further right to enter the Premises without notice at any time in the event of emergency. Finally, the City, during the last 12 months prior to the expiration of the

Term, may enter the Premises for the purpose of exhibiting the same to prospective concessionaires and their representatives.

19.48 Taxes on Concessionaire's Personal Property

Concessionaire shall be responsible for, and agrees to pay prior to delinquency, any and all taxes or other taxes, assessments, levies, fees and other governmental charges and impositions of every kind of nature, regular or special, direct or indirect, presently foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Premises, and (ii) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by Concessionaire (collectively, "Concessionaire's Taxes"). Concessionaire shall provide the Director with evidence of Concessionaire's timely payment of such Concessionaire's Taxes upon the Director's request. If at any time any of such Concessionaire's Taxes are not levied and assessed separately and directly to Concessionaire (for example, if the same are levied or assessed to the City, or upon or against, the building containing the Premises and/or the land underlying said building), Concessionaire shall pay to the City Concessionaire's share thereof as reasonably determined and billed by the City.

19.49 Loss and Damage

The City shall not be responsible or liable to Concessionaire for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in the Airport, or for any loss or damage resulting to Concessionaire or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Concessionaire shall give immediate notice to the Director in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein or of any damage to or destruction of any inventory, fixtures or equipment within the Premises.

19.50 The City's Lien

Concessionaire hereby gives to the City a lien upon all of its property, now, or at any time hereafter placed in or upon the Premises to secure the prompt payment of the charges herein stipulated to be paid for the use of the Premises; all exemptions of such property, or any of it, being hereby waived. In the event that the amount of the Letter of Credit provided by Concessionaire to the City under the terms of this Agreement at all times during the term of this Agreement shall equal the greater of the Rentals payable by Concessionaire to the City for the current calendar year, then, and in such event, the provisions set forth above shall not be applicable to this Agreement.

19.51 Furnishing of Financial Statements

Upon the Director's written request, Concessionaire shall promptly furnish the City, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Concessionaire's then current financial condition. The City shall treat such financial statements, credit reports and information provided to it confidentially, and shall not

disclose them except to the City's lenders or otherwise as reasonably necessary for the operation of the Terminal or the Airport or administration of the City's business or unless disclosure is required by any judicial or administrative order or ruling. Notwithstanding the foregoing, Concessionaire acknowledges and agrees that the any and all requests for information in the possession of City are subject to the Texas Public Information Act under chapter 552 of the Texas Government Code, and shall be handled in accordance with the provisions of that act.

19.52 Concessionaire's Waivers in Action for Possession

The City and Concessionaire agree that in any action brought by the City to obtain possession of the Premises, the Parties desire an expeditious resolution of such litigation. Accordingly, Concessionaire shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Concessionaire also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by the City did not occur unless Concessionaire would otherwise be precluded from the filing of any such other defense in a separate action.

19.53 All Amounts in U.S. Currency

All amounts mentioned, calculated, or required in this Agreement shall be in U.S. dollars.

19.54 Specific Performance of Rights

Each Party shall have the right to obtain specific performance of any and all covenants or obligations of the other Party hereunder except to the extent otherwise provided herein for the benefit of the City excusing any such performance by the City, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

19.55 Certain Rules of Construction

Time is of the essence in Concessionaire's performance of this Agreement. Notwithstanding the fact that certain references elsewhere in this Agreement to acts required to be performed by Concessionaire hereunder, or to breaches or defaults of this Agreement by Concessionaire, omit to state that such acts shall be performed at Concessionaire's sole cost and expense, or omit to state that such breaches or defaults by Concessionaire are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by Concessionaire pursuant hereto shall be performed or fulfilled at Concessionaire's sole cost and expense, and all breaches or defaults by Concessionaire hereunder shall be deemed material. Concessionaire shall be fully responsible and liable for the observance and compliance by subconcessionaire, and contractors of Concessionaire, which terms and conditions shall be applicable to subconcessionaire and contractors as fully as if they were the Concessionaire hereunder; and failure by a subconcessionaire or contractor fully to observe and comply with the terms and conditions of this Agreement shall constitute a default by Concessionaire. Nothing contained in the preceding sentence shall constitute consent by the City to any subconcession, subletting or other arrangement. Further, although the printed provisions of this Agreement were drawn by the City, the Parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either the City or Concessionaire and the deletion of language from this Agreement prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse, adverse or opposite of the deleted language.

19.56 A.D.A Compliance

Concessionaire agrees that within the Premises Concessionaire shall be fully and solely responsible for compliance with the Americans with Disabilities Act (42 U.S.C. Sec. 12101 et. seq.), and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto. Further, Concessionaire agrees to construct its Fixed Improvements and install its Operating Equipment and operate the Premises so that the Premises shall at all times accommodate customers with luggage.

19.57 Labor Harmony and Wages

Concessionaire agrees that in the use of the Premises or any work performed in or about the Premises that Concessionaire will employ only labor which can work in harmony with all elements of labor being employed at the Airport or as otherwise reasonably required by the Director from time to time. Concessionaire shall pay wages that are not less than the minimum wages required by Federal and State statutes and City ordinances to persons employed in its operations hereunder.

19.58 Cross Default

Notwithstanding anything to the contrary contained in this Agreement, an event of default of Concessionaire's obligations under the provisions of any other agreement with the City covering any other concession facilities within the Airport shall constitute a default by Concessionaire under this Agreement, entitling the City to the rights and remedies provided to it under this Agreement and at law.

IN WITNESS WHEREOF, the City and Concessionaire, personally or by their duly authorized agents, have executed this Agreement as of the day and year first above written.

EXECUTED and agreed to by the Parties as of the dates indicated below.

CONCESSIONAIRE

CITY OF SAN ANTONIO

By: Mat R. MotawDea

By: _____

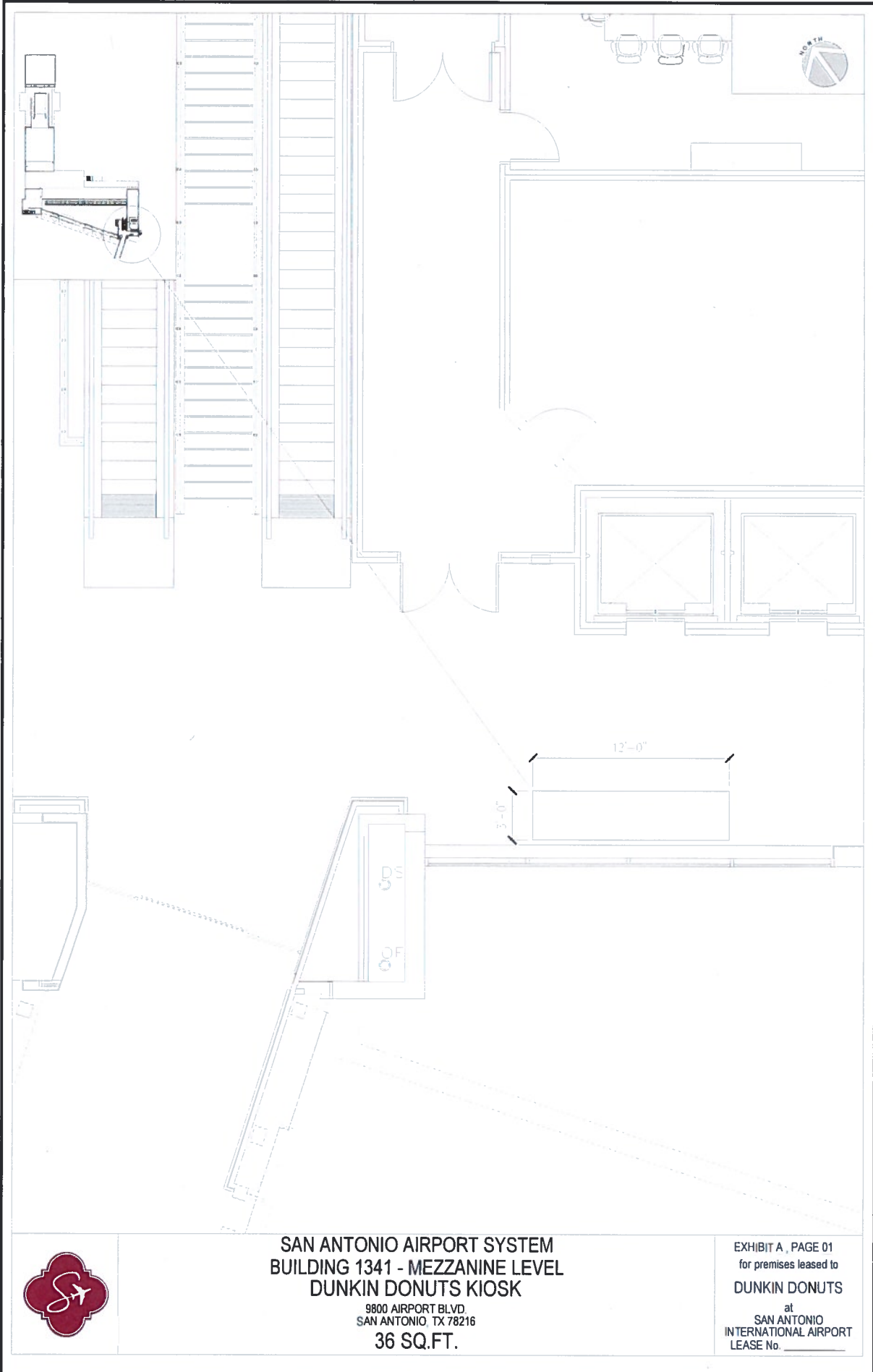
Erik J. Walsh
City Manager

74-2769240
Federal Tax Identification Number

APPROVED AS TO FORM:

City Attorney

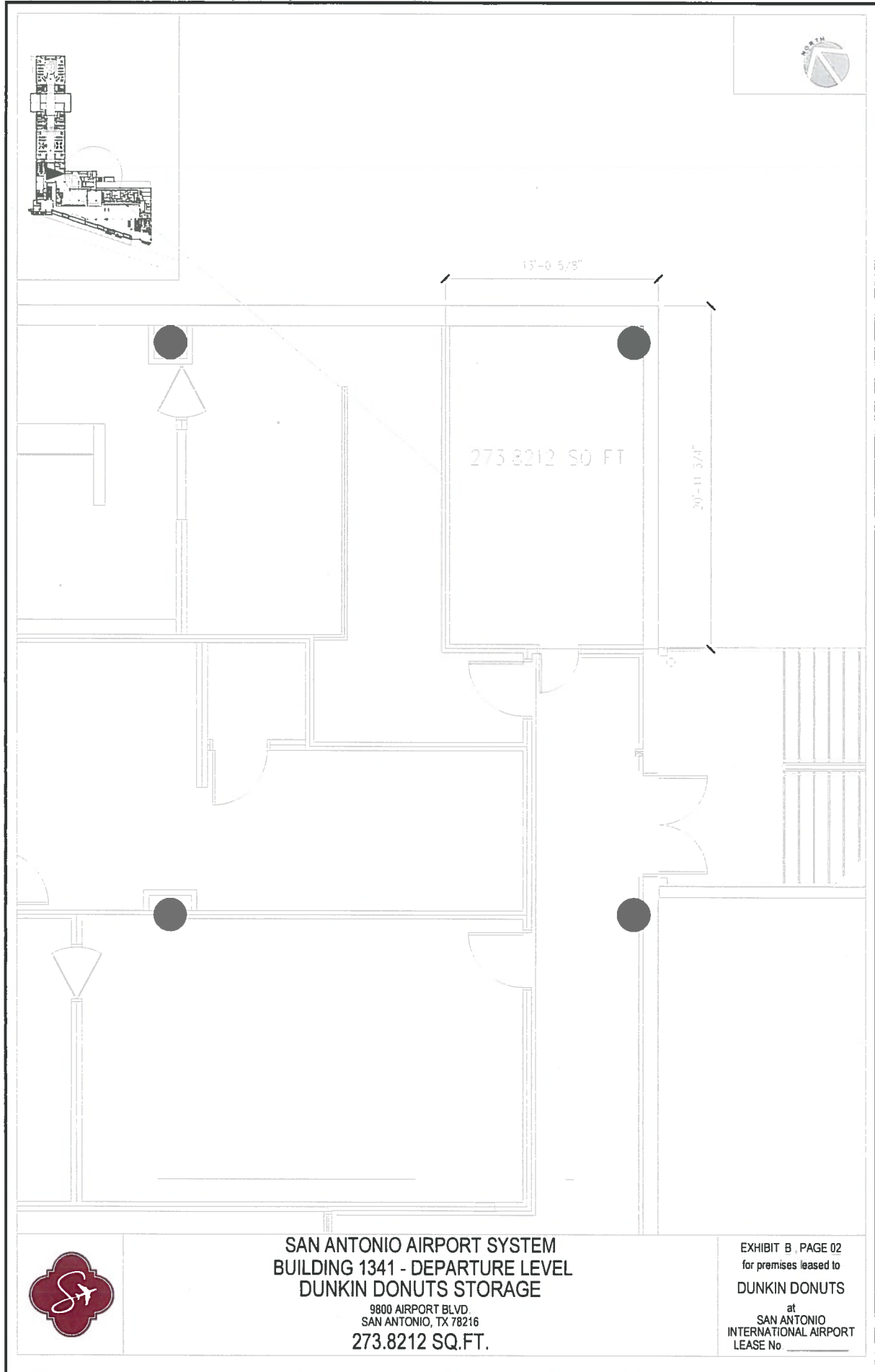
EXHIBIT 1
PREMISES

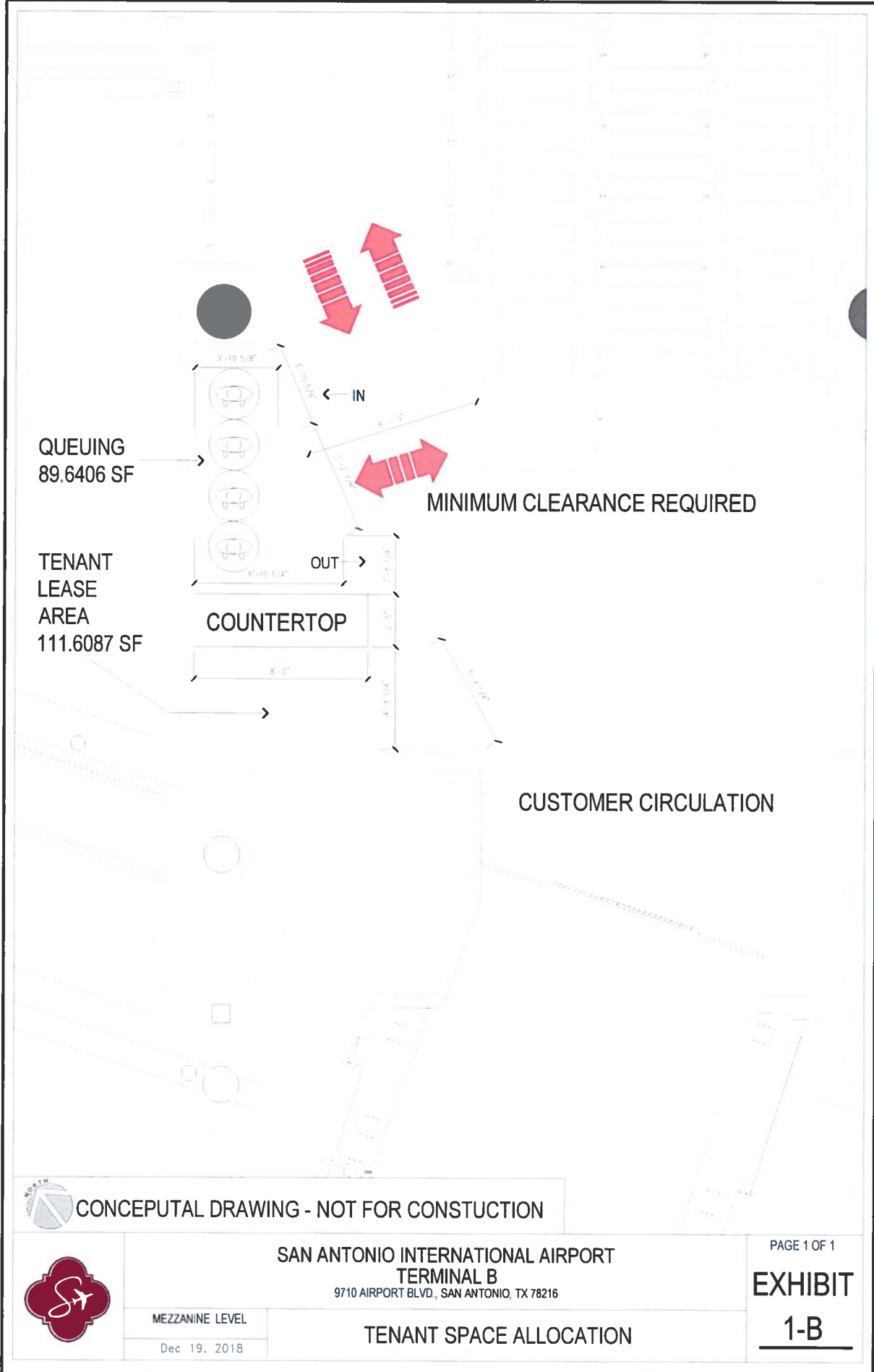


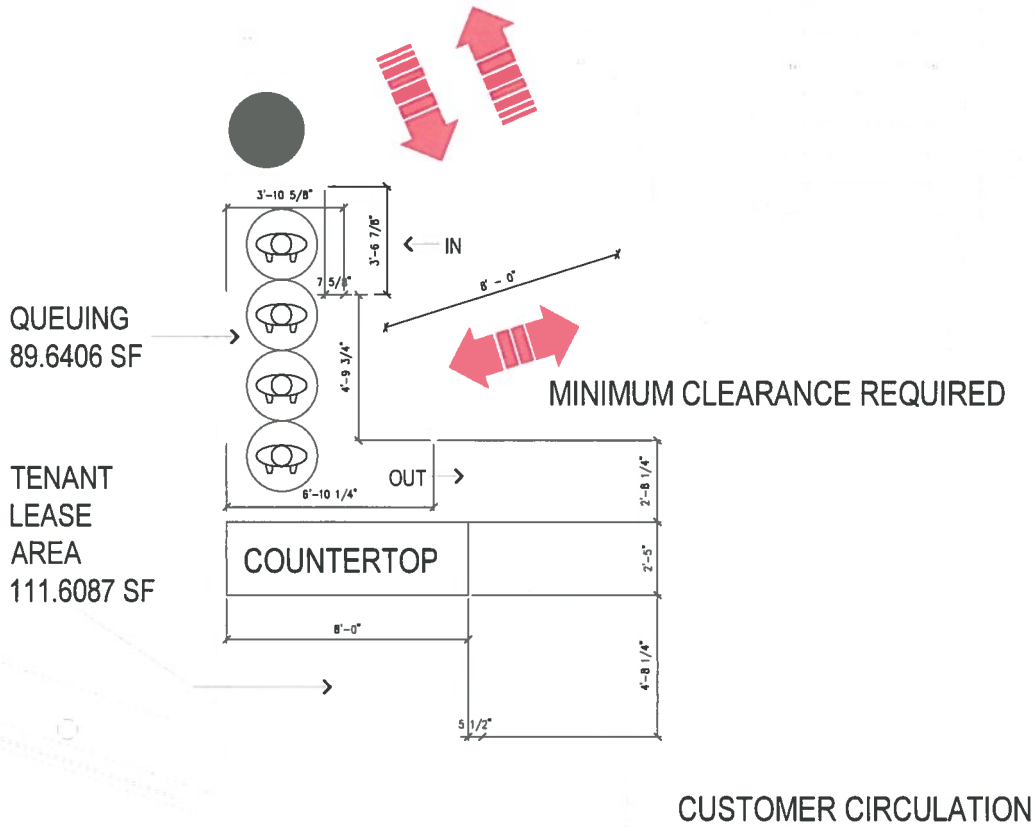
**SAN ANTONIO AIRPORT SYSTEM
BUILDING 1341 - MEZZANINE LEVEL
DUNKIN DONUTS KIOSK**

9800 AIRPORT BLVD.
SAN ANTONIO, TX 78216
36 SQ.FT.

EXHIBIT A, PAGE 01
for premises leased to
DUNKIN DONUTS
at
SAN ANTONIO
INTERNATIONAL AIRPORT
LEASE No. _____







CONCEPTUAL DRAWING - NOT FOR CONSTRUCTION



SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL B
9710 AIRPORT BLVD., SAN ANTONIO, TX 78216

MEZZANINE LEVEL
Dec 19, 2018

TENANT SPACE ALLOCATION

PAGE 1 OF 1

EXHIBIT
1-B

EXHIBIT 2
Sample Monthly and Annual Revenue Report Forms



Exhibit 2

**SAN ANTONIO INTERNATIONAL AIRPORT
MONTHLY CONCESSION CERTIFIED STATEMENT**

Year

Concession Name:

D/B/A or Trade Name:

Concession Type:

Lease Number:

Space Number:

Lease Date

Location Description	Sales	Less Sales Tax	Total Gross Receipts
Total:			

	Gross Receipts	Percentage Due 14%	Percentage Rent Due
Gross Receipts (Category A)			
Gross Receipts (Category B)			
Gross Receipts (Category C)			
Gross Receipts (Category D)			

Monthly Percentage Rent Due:

MONTHLY PAYMENTS	
Percentage Rent Payment (based on previous month sales):	
Marketing Fund Payment:	
Trash Removal Charge:	
Total Current Month Payment:	

If sales for the current month varied by more than five percent (5%) from the prior month or from the same period the prior year, please provide an explanation.

I hereby certify to the City of San Antonio that this is true and accurate statement of Gross Receipts and all payments shown above and that each of the foregoing is in accordance with the provisions of the Concession Agreement.

Signature

Title

Date

THIS MONTHLY STATEMENT IS DUE NO LATER THAN THE 15TH DAY OF EACH MONTH.**SUBMIT TO:** ConcessionsSalesReports@sanantonio.gov



Exhibit 2B

**SAN ANTONIO INTERNATIONAL AIRPORT
ANNUAL CONCESSION CERTIFIED STATEMENT**

Lease Year

Concession Name:

D/B/A or Trade Name:

Concession Type:

Lease Number

Space Number:

Lease Date

Location Description	Sales	Less Sales Tax	Total Gross Receipts
Total:			

	Gross Receipts	Percentage Due	Percentage Rent Due
Gross Receipts (Category A)		%	
Gross Receipts (Category B)		%	
Gross Receipts (Category C)		%	
Gross Receipts (Category D)		%	

Annual Percentage Rent Due:

ANNUAL PAYMENTS	
Percentage Rent Payment (based on annual sales):	
Marketing Fund Payment:	
Trash Removal Charge:	
Total Annual Payment:	

If sales for the current year varied by more than five (5%) percentage from the prior year, please provide an explanation.

I hereby certify to the City of San Antonio that this is true and accurate statement of Gross Receipts and all payments shown above and that each of the foregoing is in accordance with the provisions of the Concession Agreement all statements were prepared in accordance with GAAP. This annual statement must be accompanied by a report and opinion from an independent certified public accountant.

Signature

Title

Date

THIS ANNUAL STATEMENT IS DUE NO LATER THAN 60 DAYS AFTER THE EXPIRATION OF EACH LEASE YEAR.

Exhibit 3
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:

1. **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:

- a. Withholding payments to the Concessionaire under the Concession Agreement until Concessionaire complies; and/or
 - b. 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 (29 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.).

VI. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

EXHIBIT 4 BADGING REQUIREMENTS

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

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

Gates and doors located in and around the Airport Premises utilized by Contractor that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Contractor at all times when not in use, or under Contractor's constant security surveillance. Gate or door

PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white “E” (escort endorsement) on the badge. Furthermore, each badge holder with the white “E” may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver’s license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white “E” on his badge (and the appropriate airfield driver’s license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6”) tall lettering and/or the company logo must be at least twelve inches (12”) tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued “Top Hat” may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA.

The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver’s license are as follows:

A) Airport Personnel Identification Badge (SAT ID Badge):

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 **fourteen (14)** days (consecutively or intermittently) will be required to process for a badge.

□ *Authorized Signatory:*

Each company must designate two Authorized Signatories to be the primary points 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 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.

□ *Airport Security - Badge and ID Office Hours*

Badge Processing

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

<http://www.sanantonio.gov/Aviation/Security/Badge-and-ID#156781624-get-a-badge>

□ *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 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)

B) Airfield Driver License:

- 1) Contact the Airport Operations Office (AOO) at 207-3475 for hours of operations and procedures. The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216. The individual has to show a current valid Texas Driver License, a current valid Airport Personnel Identification Badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be submitted to the AOO to be kept on file.
- 2) The non-movement classes are held on every Monday at 1:00 P.M., Tuesday and Friday at 9:00 A.M. The movement classes are held every Tuesday at 1:00 P.M. and Thursday at 9:00 A.M. There will be a test at the end of each class. The airfield driver license can only be issued to a person passing the test.
- 3) A copy of the Airfield Driver's Training Program Fees dated Sept. 30, 2008 is attached for the information. Contact with AOO for the current fees. A \$5.00 refund will be issued if the lost license is found within 30 days of the receipt date. For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.

- 4) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Police. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.
- 5) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage. In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section.

The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

- 6) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to Planning and Development and at the end of the return process the final payment for the work can be processed.

LIST OF DISQUALIFYING CRIMES

AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations: 49 USC 46302
2. Interference with air navigation: 49 USC 46308
3. Improper transportation of a hazardous material: 49 USC 46312
4. Aircraft Piracy: 49 USC 46502
5. Interference with flight crew members or flight attendants: 49 USC 46504
6. Commission of certain crimes aboard aircraft in flight: 49 USC 46506
7. Carrying a weapon or explosive aboard aircraft: 49 USC 46505
8. Conveying false information and threats: 49 USC 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States: 49 USC 46502(b)
10. Lighting violations involving transporting controlled substances: 49 USC 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements: 49 USC 46314
12. Destruction of an aircraft or aircraft facility: 18 USC 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony Involving a threat
26. Felony involving
 1. Willful destruction of property
 2. Importation or manufacture of a controlled substance
 3. Burglary
 4. Theft
 5. Dishonesty, fraud, or misrepresentation
 6. Possession or distribution of stolen property
 7. Aggravated assault
 8. Bribery
 9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
27. Violence at international airports: 18 USC 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph

EXHIBIT 5

**CITY OF SAN ANTONIO AVIATION DEPARTMENT STANDARDS AND
SPECIFICATIONS FOR CONSTRUCTION**



CITY OF SAN ANTONIO

AVIATION DEPARTMENT

STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION

SAN ANTONIO INTERNATIONAL AIRPORT
9800 AIRPORT BOULEVARD | SAN ANTONIO, TX 78216 | T: 210.207.SAIA (7242) | F: 210.207.3500

San Antonio International Airport Standards and Specifications for Construction

Table of Contents

	Page
SECTION 1 – INTRODUCTION.....	1
1.1. Introduction	1
1.2. Definitions:	1
1.3. Abbreviations:	2
SECTION 2 – SECURITY, ESCORTS AND DELIVERIES	3
2.1. Introduction	3
2.2. Security Badging Procedure	3
2.3. Security of Existing Facilities and Special Airport Conditions.....	4
2.4. Escorts across Airfield Operations Area (AOA)	6
2.5. Airport Security and Materials Delivery.....	6
2.6. Curb Side Deliveries	6
2.7. Ramp side Deliveries	7
2.8. Materials Delivery	7
SECTION 3 – DESIGN CRITERIA	8
3.1. Introduction	8
3.2. General Requirements for all Submissions:	9
3.3. Concession Design Elements	9
3.4. Conceptual Plans Submission:	10
3.5. Final Drawing Submission:	11
3.6. Changes After Final Drawing Approval:.....	14
3.7. Physical On-Site Inspection:	14
3.8. Aviation Department Drawing Review and Approval:.....	14
3.9. Drawings Submittal Address:.....	15
3.10. Construction Requirements and Project Close-Out.....	15
3.11. Tenant IT and Cable Policies.....	17
3.12. Temporary Construction Barricade Design.....	20
SECTION 4 – CONSTRUCTION CRITERIA	21
4.1. Purpose of Construction Criteria.....	21
4.2. Use of Construction Criteria.....	21

San Antonio International Airport

Standards and Specifications for Construction

Table of Contents

	Page
4.3. City/Tenant Work	22
4.4. HVAC, Electrical, Plumbing, IT and Fire Protection	23
4.5. Construction Requirements	28
4.6. Contractors and Subcontractors Insurance	29
4.7. Pre-Construction Meetings and General Procedures	29
4.8. Aviation Properties and Concessions Division	31
4.9. Progress Meetings	31
4.10. Interruptions to Existing Facilities	31
4.11. Keys and Locks.....	32
4.12. Hazardous Material.....	32
4.13. Dust Control	33
4.14. Noise Control	33
4.15. Welding Notification in the Concession Space	33
4.16. Barricades	34
4.17. Parking.....	35
4.18. Trash and Debris Removal	35
4.19. Floor and Roof Penetrations.....	35
4.20. Close-Out Requirements	36
4.21. Construction Deposit, if applicable.	37
4.22. General Construction Documents and Miscellaneous Items.....	37
SECTION 5 – STRUCTURED CABLING INFRASTRUCTURE GUIDELINES	41
PART 1 - DOCUMENT PURPOSE	41
PART 2 - DOCUMENT HISTORY.....	42
PART 3 - INDUSTRY STANDARDS.....	42
PART 4 - CONTRACTOR QUALIFICATIONS.....	43
PART 5 - WARRANTY ON PARTS AND LABOR.	43
PART 6 - NOMENCLATURE	44
PART 7 - CITY INFRASTRUCTURE STANDARDS	44
PART 8 - SUMMARY OF STANDARDS.....	69
PART 9 - EXHIBITS	69

San Antonio International Airport Standards and Specifications for Construction

Table of Contents

	Page
SECTION 6 – CONCESSION SIGNAGE CRITERIA	111
6.1. Scope	111
6.2. Applicability	111
6.3. Procedure	111
6.4. General Rules	111
6.5. Promotional Signs	112
6.6. Miscellaneous Signs	112
6.7. Blade Signs	113
SECTION 7 – CLEANING AND PREVENTATIVE MAINTENANCE REQUIREMENTS	115
SECTION 8 – WILDLIFE CONCERNS	116

SECTION 1 – INTRODUCTION**1.1. Introduction**

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

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

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

1.2. Definitions:

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

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

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

1.3. Abbreviations:

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

SECTION 2 – SECURITY, ESCORTS AND DELIVERIES**2.1. Introduction**

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

2.2. Security Badging Procedure

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

The badging procedure is as follows:

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

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

The badging process usually takes from 24 to 72 hours.

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

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

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

2.3. Security of Existing Facilities and Special Airport Conditions

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

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

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

Terminal A

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

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

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

Terminal B

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

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

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

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

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

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

2.4. Escorts across Airfield Operations Area (AOA)

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

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

2.5. Airport Security and Materials Delivery

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

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

2.6. Curb Side Deliveries

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

2.7. Ramp side Deliveries

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

ALL AIRCRAFT HAVE THE RIGHT OF WAY.

2.8. Materials Delivery

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

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

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

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

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

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

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

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

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

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

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

3.2. General Requirements for all Submissions:

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

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

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

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

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

3.3. Concession Design Elements

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

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

3.4. Conceptual Plans Submission:

- 1) Tenant shall prepare five (5) 24"x36" sets of conceptual plans for the Premises in accordance with the provisions of the Standards and Specifications for Construction and current local code and submit them to the Properties and Concessions Management Office for Aviation Department approval, such approval to be determined in its sole discretion. The Conceptual Plans must be submitted to the Properties and Concessions Management Office no later than thirty (30) calendar days from the effective date of the lease Agreement and lease date or such shorter period of time as may be required for Tenant to open for business as per contract, and shall include at a minimum the following (as applicable to work scope):
 - a. Cover Page - To include code information, contact information for complete design team, location/site maps, Table of Contents, address, etc.
 - b. Demolition Plan - To include items proposed to be removed.
 - c. Floor Plan to include overall dimensions, interior finishes, construction components, and location of construction barricades.
 - d. Elevations - To include all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas.
 - e. Material Board - To include material boards referenced to floor plans and elevations for the Premises illustrating floor, base, wall, millwork, door, trim, ceiling materials, and color selections. Material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; one (1) board for colors and materials for all storefront and interior components. One (1) Color rendering of Tenant's proposed storefront design.
 - f. Reflected Ceiling Plan - To include locations of all lighting fixtures.
 - g. Signage Drawings - To include the shape, size, color, and location of signs (including Blade Sign), and a description of all materials, methods of fabrication, installation, and construction.
 - h. Mechanical, Electrical, Engineering & Plumbing - To include connections to base building system and locations of piping, ductwork, equipment, materials, catalog cut, and/or details for the make, model, and capacity of all new equipment including location and electrical requirements, location of return air systems, incorporation of all applicable design criteria, floor plan and riser diagram for all new plumbing fixtures, show interface with base building smoke control system and building automation system. Floor plans showing outlets, other electrical equipment, location of panel board and switchboards, projected electrical loads, and incorporation of applicable design criteria contained in the electrical requirements. Shall also include special system, such as telephone and data

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

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

3.5. Final Drawing Submission:

- 1) Tenant shall prepare and submit five (5) 24" x 36" sets of final construction drawings and specifications ("Final Drawings") which are based on the Aviation Department's approved Conceptual Plans for the Premises as described herein within six (6) weeks from receipt of the approved Conceptual Plans, or earlier as may be required, to open the Premises for business no later than the Latest Rental Commencement Date specified in the Agreement. The Final Drawings shall be prepared and all calculations must be signed and sealed by the registered architect and/or the registered engineer licensed in the State of Texas, at a minimum, to include the following:
 - a. Drawings
 - (i) Cover Page
 - (ii) Demolition Plan
 - (iii) Floor Plan
 - (iv) Elevations
 - (v) Sections
 - (vi) Details
 - (vii) Finish, hardware, door, room, fixture, storefront and window schedules
 - (viii) Fixture Plans
 - (ix) Reflected Ceiling Plan
 - (x) Signage Drawings
 - (xi) Temporary Construction Barricade
 - (xii) Finish out of or Modifications to Storage Space
 - b. Applicable Specifications
 - c. Reflected Ceiling Plans - To include ceiling material, grid, soffits, drops, recesses, coves, etc., ceiling heights for each space, all light fixtures, type of ceiling system with fire rating, any items attached to or coming through the ceiling, if any, Reflected Ceiling Plan to be at 1/4" = 1'-0" scale or larger. Also include details of rolling grille and/or security gate assembly.

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

- 4) Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Aviation Department, other public agencies, and utility companies. Within ten (10) calendar days after approval of the Final drawings or such shorter period of time as may be required for Tenant to open the Premise for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible.
- 5) Tenant shall comply in all respects with the Tenant's Construction requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety, Health Regulation, Part 1926, and this Construction Specification. Tenant shall comply and be liable for all costs associated with adherence to the Texas Accessibility Standards (TAS).
- 6) On all premises, the Tenant shall:
 - a. Obtain the Architect's/Engineer's Texas Seal on two (2) sets of final construction drawings or as may otherwise be specified by the current local code process submitted for a building permit,
 - b. Obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Aviation Department of the Tenant occupying the Premises, obtain all required manufacturer' guarantees, maintenance manuals and other pertinent documents, and (iv) furnish to the Aviation Department one (1) set of "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (AutoCAD) drawings, duly certified by a Texas registered architect or registered engineer, no later than ninety (90) calendar days after opening for business s in the Premises.
- 7) Tenant shall not be permitted to commence any work until all requirements of the Standards and Specifications for Construction and current local codes have been completed.
- 8) Security clearance, safety training, and any other related requirements necessary must be completed as required by the Aviation Department and TSA.
- 9) In its construction plans Tenant must ensure that the Premises have strong visual appeal and are inviting to the customers and that the Premises accommodate customers with luggage and meet all Americans with Di abilities Act (ADA), Texas

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

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

3.6. Changes After Final Drawing Approval:

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

3.7. Physical On-Site Inspection:

During all phases of drawing development and prior to bidding documents and/or commencing construction, Tenant shall make a physical on-site inspection of the Demised Premises or cause Tenant's architect and engineers to do, 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 sole expense of Tenant. Tenant's architects or Tenant's engineers are required to contact the Properties and Concession Management Office prior to visiting the site. Hard hats and proper footwear are required in the construction zones. All persons visiting the site must abide by the Aviation Department's and TSA's security guidelines.

3.8. Aviation Department Drawing Review and Approval:

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

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

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

3.9. Drawings Submittal Address:

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

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

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

3.10. Construction Requirements and Project Close-Out

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

- 1) Terminal A will soon be updating room numbers throughout. It will be required that the Tenant coordinate with Aviation Department staff during. Storefronts as well as any interior rooms will require proper signage that meets Aviation standards and ADA requirements.
- 2) All areas of construction must have a barricade erected prior to the start of construction and the contractor shall use all means necessary to keep dust to a minimum by having dust control. Dust is a major element in construction that needs to be controlled at all times. See Section 3.12, Temporary Construction Barricade Design Criteria, for the specification drawing. The aviation Department Fire Protection Team shall be contacted prior to start of any Demolition work or any activity which will dispense dust or construction particles into the air in order to avoid nuisance and or false fire alarms and Terminal Evacuation.
- 3) Contractor shall be responsible for the repair and/or replacement of any damages caused by Tenant's contractor or his subcontractor to the Facility or surrounding tenants. All damage must be repaired within a twenty-four (24) hour time period, or Aviation will complete all necessary repairs at the sole 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 filled and sealed with appropriate materials
- 6) Cutting and patching on roof must be performed by roofing contractor to ensure warranty, American Roofing is the Terminal A contact and Fifth Wall Roofing is the Terminal B contact. Currently, roof penetrations are not allowed except for kitchen uses. At those times, all penetrations must be coordinated with Properties and Concessions Management office. Only authorized contractors are allowed access to the roof and must be authorized by the Properties and Concession Manager and only City's authorized roofer can be used. The Contractor is to contact the Properties and Concession Manager for information.
- 7) If additional HVAC is required per design to any lease space. Tenant must provide their own Split or package unit. Testing and Balancing report must be submitted upon completion of installation.
- 8) Commercial epoxy, or terrazzo flooring required for all wet areas (kitchen, bar and serving areas). Floor and base of wall to be applied monolithic to avoid seams where possible. Six-hour water test required.
- 9) Grease traps are required at every food and beverage unit with sinks.
- 10) Cutting and patching on roof must be performed by roofing contractor to ensure warranty, American Roofing is the Terminal A contact. Currently, roof penetrations are not allowed except for kitchen uses. At those times, all within 60 days after opening for business in the Premises, Contractor shall:
 - a. Provide a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Contractor(s) shall be required in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the City, or the Tenant occupying the Premises;
 - b. Submit all required manufacturers guarantees, maintenance manuals and other pertinent documents; preventative maintenance program details and schedule;
 - c. One (1) set of "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (CADD) drawings, on CD duly certified by a Texas registered architect or registered engineer, no later than 60 days after opening for business in the Premises;
 - d. Executed copies of all mechanics lien waivers and/or releases or other lien waivers and/or releases on account of contractors work, notarized and unconditional, in such form as COSA shall have reasonable approved along with an architect's certification that the Premises have been constructed in

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

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

3.11. Tenant IT and Cable Policies

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

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

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

- c. SAT AUTHORIZATION - When all review comment have been addressed, SAT IT will approve the Tenant's IT submittal documents and recommend authorization to SAT Properties for coordination with other SAT divisions recommendations.
 - d. RECORD DRAWINGS - Within fifteen (15) business days of completion of construction, Tenant must provide to SAT IT record drawings and Cable Management Documentation which accurately represent all as-built conditions, including the following documentation:
 - I. Submit two (2) hardcopies of full size drawings of the project. The submittal shall include a cover sheet identifying Tenant space occupant, key plan of portion(s) of SAT illustrated in drawing set, installing Contractor and date of submittal.
 - II. Submit one (1) electronic file softcopy of the project drawings saved in AutoCAD format compatible with current AutoCAD version in use at SAT.
 - III. Submit one (1) electronic file softcopy of project schedule spreadsheets saved in a CSV (Comma Separated Value) 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:
 - I. Tenant Name & Contact Information
 - II. Type of Services Requested
 - III. Building Floor (Lease Space)
 - IV. Drawing - Physical Cabling Pathways
 - V. Telecommunications bonding and grounding plan
 - b. SAT IT RESPONSE - In response to MAC requests, SAT IT will send written review comments and a utilization plan to the Tenant. This letter will advise Tenant to either forward original drawings or reproducible documents for signature, or revise and resubmit the documents. Approximate time required:

Two (2) business days from receipt of submittal.

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

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

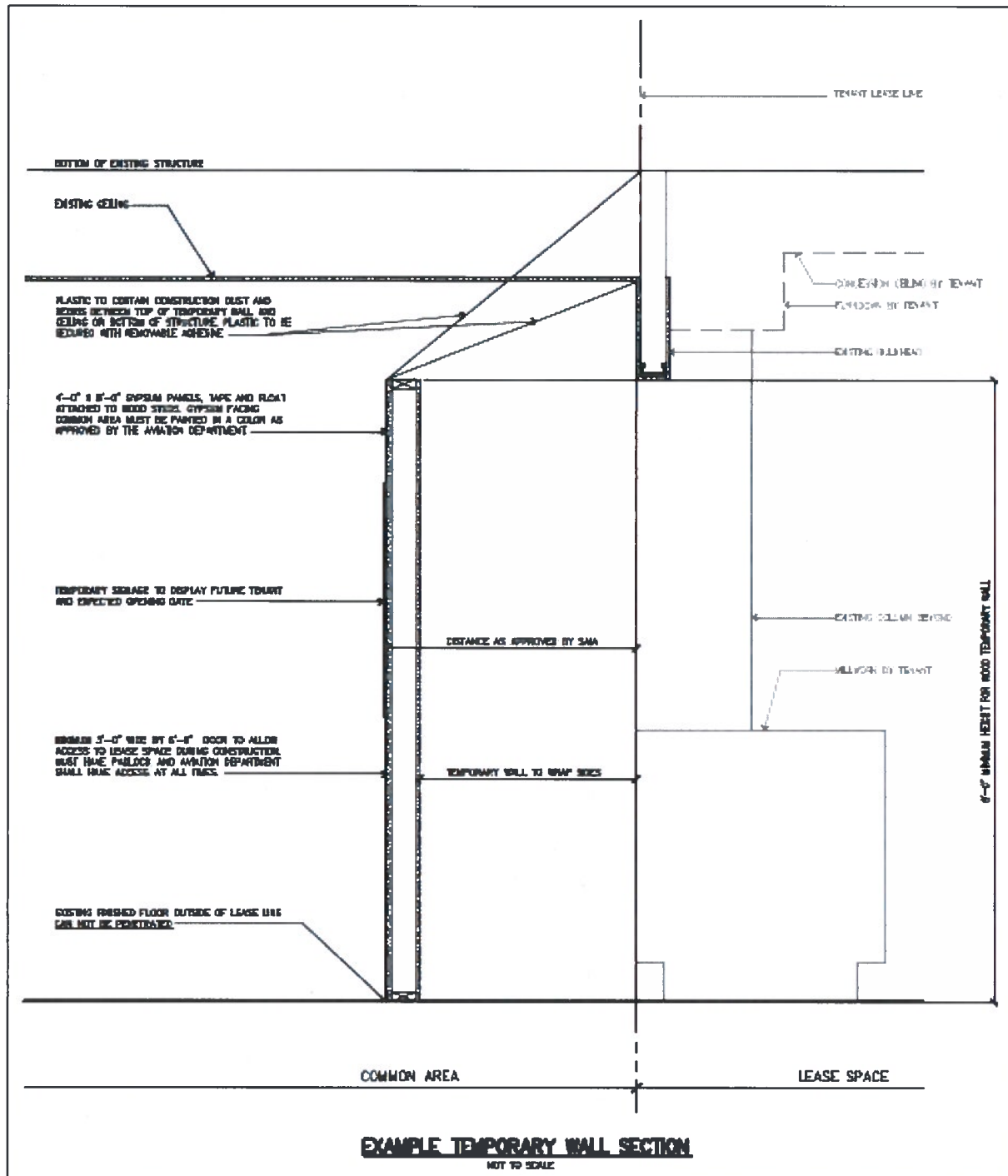
SATELLITE SERVICE REQUIREMENTS: Tenants requiring satellite installation for cable television services shall submit installation requirements and plans including roof penetration and mounting details, to SAT IT utilizing the process described in Section 6.0 of this document, prior to the commencement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

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

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

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

3.12. Temporary Construction Barricade Design



SECTION 4 – CONSTRUCTION CRITERIA**4.1. Purpose of Construction Criteria**

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

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

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

4.2. Use of Construction Criteria

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

4.3. City/Tenant Work

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

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

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

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

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

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

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

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

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

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

- 1) that all contractors and subcontractors provide labor that can work in harmony with other labor employed or to be employed at the Airport in accordance with this Agreement, properly bonded and access grants as dictated by the Base Concession Manager and/or the City;
- 2) Insurance coverage and suretyship as defined by lease agreement to the City for the protection of The City for the protection of the City, its laborers, supplies, contractors, and subcontractors designated management representatives and the general public;
- 3) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Lease Agreement and related Exhibits, Design Handbook, BPA process, all applicable permits, and/or 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 obligee and aggregation in the penal sum equal to all of Tenant's construction contracts valid through duration of project;

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

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

- 1) **Inspections and Compliance:** Contractor is responsible for scheduling inspections by the City of San Antonio Development Services and other inspectors as necessary, and for compliance with their requirements. Provide notification of inspection date and time to Properties and Concessions Manager. A copy of all inspection reports and the Certificate of Occupancy must be submitted to Properties and Concessions Office

upon completion of the work. In the event Contractor is notified of any violations of codes by the jurisdictional authorities or by Aviation, Contractor shall correct such violations within seven (7) calendar days from such date of notification. Construction shall comply in all respect with currently applicable federal, state, county and/or local statutes, ordinances, regulations, laws and codes and ordinances. The City of San Antonio is currently under the 2015 *International Codes*, 2014 *NEC* and including the 2015 *International Energy Conservation Code*. The list of adopted codes and local amendments for these codes can be found at: New Chapter 10 - Building Related Codes. In addition, coordination and compliance with the following is required:

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

- 6) **General Requirements:** The Tenant shall furnish and install all mechanical work required for and within the Tenant premises, which is not furnished as part of the Base Building work.
- a. Mechanical system modifications requiring shutdown of other portions of the mechanical systems shall be done upon approval of Aviation Construction and Development and Facilities Maintenance. Notification must be provided to Concessions Division and the City /Airport 48 hours prior to the shutdown requirement.
 - b. Obtain permission from the City through the Properties and Concessions Division and Construction and Development prior to core drilling through floors or roof structure. Any roof penetrations will be performed by a contractor selected by the Aviation Department and billed to Tenant.
 - c. Coring for roof or floor penetrations will require 72-hour notice.
 - d. Cutting and patching to be performed as required, to return all remaining original finishes to their original condition.
 - e. Floor and wall penetrations must be sealed and dampered to maintain occupancy separations where required. All penetrations must be filled with approved Fire Caulking with a Fire Rating of not less than that of the roof, wall and/or floor which was penetrated.
 - f. Welding or torch cutting under the direct supervision and by approval of the Concessions Division and/or Aviation Department personnel. Comply with the Airport's Fire Marshal's regulations and notify them prior to welding or torch cutting.
 - g. As-built drawings are to be maintained by the Tenant mechanical contractor and submitted to the City. Record exact pipe, duct, and equipment routing and location, and sizes of equipment.
- 7) **Identification and Labeling:** Required for all equipment, pipes and ducts within the Tenant space:
- a. Laminated plastic nameplates, black-white-black with engraved characters 1" high for all equipment. Pipe marker, ANSI size, 3/4 letters, pre-printed, mounted on pipe or duct penetrating walls and at 25' intervals.
 - b. Identify pipe fluid or duct air type.
- 8) **HVAC System Criteria**
- a. It is the Tenant's responsibility to add additional VAV boxes, Rooftop or Split Units if required to meet their heating and cooling needs, to be approved by HVAC Department.
 - b. Return air and smoke purge are accomplished through the plenum, and it is the Tenant's responsibility to ensure adequate airflow into and through the plenum.
 - c. All insulation must have a flame spread/smoke developed rating not higher than 25/50.
 - d. All ducts are to be supported from bridging not to exceed ten foot intervals.
 - e. An air balance report must be submitted to the City prior to the final inspection. All changes to existing system must be approved by Airport Facilities HVAC Department. All changes to existing system must be approved by Airport Facilities HVAC

Department.

- f. All changes to existing system must be approved by Airport Facilities HVAC Department.
- 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:

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

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

10) Plumbing Criteria

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

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

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

11) Fire Protection Criteria

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

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

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

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

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

Communications Center at the Airport in the event of fire or trouble alarm. It will be the Tenant's responsibility to pre-test the system and provide proof prior to the Final Inspection. 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 must be run in EMT conduit and labeled as such. All EMT conduits provided to accommodate telephone and data line service will be responsibility of the Contractor. Contact IT Manager for approval of all wiring in terminals.

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

4.5. Construction Requirements

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

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

4. For all Fixed Improvements and other leasehold improvements to the Premises; Provide performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to City and Properties and Concessions Division and Construction and Development, each of which shall name City 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 within a defined staging area for the exclusive purpose of supporting the Tenant's Premises construction, subject to City approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project closeout and acceptance of the space as detailed in this Specification Manual and the CPA.

4.6. Contractors and Subcontractors Insurance

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

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

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

4.7. Pre-Construction Meetings and General Procedures

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

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

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

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

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

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

1. Approved Insurance Certificate (must be approved by COSA)
2. 24 Hr. Emergency Contact List (includes Corporate mailing address and fax number)
3. List of construction workers with security clearance badges
4. All Material Safety Data Sheets for products which will be used
5. Overall Project Summary (preferably accompanied by Microsoft Project Schedule on disk)
6. Signed Letter of Acceptance for space
7. \$5,000 Security Deposit per location payable to the City of San Antonio (COSA), 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 documents required by the City of San Antonio

4.8. Aviation Properties and Concessions Division

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

4.9. Progress Meetings

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

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

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

4.10. 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 stored 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.
5. Properly secure all gas bottles. Extra gas bottles are not to be stored inside the Terminal.
6. All gas bottle storage, handling, transporting and usage must comply with OSHA 29 CFR 1926.350 S.
7. No welding in public view (storefronts included) may take place from 5 a.m. till 11 p.m.
8. All welding procedure are to be in compliance with all COSA and Airport guidelines and OSHA 29 CFR 1926.102(b), .350-.354, 406(c)
9. All arc welding machines are to be approved by Aviation Fire Department/Safety for use prior to welding.
10. Welding or torch cutting under the direct supervision and by approval of Concession Manager.
11. A welding permit must be completed. See Properties and Concessions Manager for copy.
12. Comply with the Airport's Fire Marshal's regulations and 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.
2. 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 past the bulkhead.
6. Barricade side return panels are to be 45 degree angles to aid passenger flow.
7. Barricade cannot be bolted, screwed, glued, or shot into any finished floor. Floor protection required.
8. Barricade must be secured to prevent tipping over or shifting during construction.
9. Barricade is subject to City approval; with TSA approval contingent upon public activity.
10. All barricade removal to take place at night when the construction status has been approved by Properties and Concession Manager and Aviation Planning and Development.

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

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

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

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

4.17. 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.

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

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

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

7. All SAT security badges;

4.21. 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;
2. Approval by the COSA's on-site construction supervision personnel or their designee, specifying that all of Contractor's work has been completed and accepted by COSA; and
3. Receipt by COSA of all construction related close-out project documentation required by the Agreement and the CPA process or otherwise required by COSA;

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

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

4.22. 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, 100, 101, 102, 103, 104, 105

e. Welding

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

7. Submit to the Concessions Division "Welding Request Notice" at least three days in advance.
8. Submit to Concessions Division all Welding Certificates and Licenses.
9. Submit Fire Sprinkler Shut Down Notice (if applicable) to Concessions Division at least five days in advance.
10. Provide all fire watches required and all fire extinguishers and fire blankets.
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 1926.350
13. 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,

l. Lasers

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

m. Powder Actuated Tools

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

Pre-Construction Meeting Agenda

Project: _____

Name of Contractor: _____

Project Manager: _____

On-site Superintendent: _____

Date: _____

1. Introduction
2. Pre-Construction Requirements
 - a. Insurance certificate
 - b. Security Deposit from GC, 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
 - g. Use of PPE, Ladder Safety, Notify Facility Maintenance of Lock out tag out
4. Interruptions to Existing Facilities
 - a. Debris Removal
 - b. Welding (permit required)
 - c. Dust, Noise, Odor control
 - d. Hours of Operation
5. Progress Reports Coordination of Shutdowns & Misc. items
 - a. Progress Reports
 - b. Coordination of Shutdown & Misc. items
 - c. Written Progress Reports
6. Punch List
 - a. Scheduling - Minimum 2 Week before turnover
 - b. Space to be free and clear of construction activity and equipment allowing for full access. Must be in opening day condition
7. Close-out Documents
 - a. Lien wavers, proof of payment
 - b. Cost Certification Sheet
 - c. Deposit return
8. Drug Free Workplace - No Smoking Ordinance
9. Questions?

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

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

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

PART 2 - DOCUMENT HISTORY

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

PART 3 - INDUSTRY STANDARDS

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

Plant – OFSTP-7 - (February 2002)

K. TIA-526-14-A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant – OFSTP-14 - (August 1998)

L. AIA

M. Local Building Code

N. NEC

O. ISO

P. ANSI

Q. FCC

R. UL

S. OSHA

T. NFPA

U. NEMA

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
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- Standards and Specifications for Construction - October 19, 2018

structured cabling and connectivity components.

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

PART 6 - NOMENCLATURE

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

PART 7 - CITY INFRASTRUCTURE STANDARDS

7.1 Telecommunications Spaces

A. Main Distribution Frame (MDF)

1. Description

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

shall be coordinated with the applicable disciplines after approval from the City of San Antonio Information Technology Service Department. All coordination shall be completed prior to installation.

- f. Fire alarm panels and building control panels shall not be located inside the MDF. Space allocation for these systems needs to occur outside of the MDF.
- g. The MDF shall not be used for storage, serve as a mechanical or electrical distribution space, nor shall it have within its space main electrical feeds, electrical switch gear, transformers, and water or sprinkler main lines.
- h. The layout of cabinets, equipment racks, wall fields, and cable management shall be as indicated on the attached diagrams.

2. Architectural Requirements

- a. The MDF shall be a minimum of 150 square feet with minimum clear lineal walls of at least 10 feet by 15 feet. The size of the MDF shall be coordinated with and approved by the City of San Antonio Information Technology Services Department during the design.
- b. All walls inside the MDF shall go to deck. When walls are drywall they shall be double layered drywall on both sides to help reduce the risk of unauthorized entry.
- c. The MDF Room shall be centrally located.
- d. The floor finish shall be sealed bare concrete or VCT.
- e. The MDF shall not contain windows.
- f. The MDF shall not be located adjacent to or below restrooms or other water-based facilities, or sources of EMI and mechanical vibration.
- g. All walls shall be covered with 4-feet x 8-feet x $\frac{1}{2}$ -inch AC Grade Void Free Fire Retardant Plywood, aligned vertically starting at 12 inches above the finished floor. The plywood shall be installed with the "A" grade side exposed and the "C" grade side against the building or structure. The plywood shall be painted with two coats of fire retardant paint and one stamp from each sheet shall be masked during the painting and uncovered after the paint has dried so the fire rated plywood stamps are visible for inspection.

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

3. HVAC Requirements

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

3.5 Tons, and shall be coordinated with the City of San Antonio Information Technology Services Department during the design and designed to load if the known load is greater at the time of design.

- d. It is recommended the MDF maintain the stated temperature and humidity in the event of building power outages or primary HVAC system failure.
- e. Air delivery shall be aligned in the front of the equipment rows and returns at the rear of the equipment rows when possible.
- f. HVAC sensors and controls shall be located in the MDF at 5-ft AFF.
- g. A hard-wired wall mounted thermostat shall be located inside the MDF Room.
- h. HVAC systems shall be alarmed for power loss, high and low temperature, high and low humidity, smoke detection, compression failures and water flooding.
- i. A simplex data drop shall be installed within 12 inches of the unit so it can be incorporated into the Building Automation System (BAS).
- 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

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

- 1) The MDF shall be equipped with a minimum of (2) dedicated 208 VAC 20 amp electrical circuits terminated in separate J- boxes and (1) dedicated 120 VAC 20 Amp circuit mounted above each equipment cabinet or rack.
 - a) The (2) 208 VAC J-boxes shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA L6-20R receptacle on the end.
 - b) The (1) 120 VAC J-box shall be mounted to a uni-strut above the equipment cabinets or racks and shall be provided with a 7-foot "SO Type" cord with a female NEMA 5-20R receptacle on the end.
 - c) The originating electrical panel shall be properly sized for the loads calculated and shall be located in the nearest Electrical Room.
 - 2) Additional power circuits to be allocated to security, paging CATV, and service provider equipment shall be considered and coordinated at the time of building design.
 - 3) Power distribution to the cabinets shall be achieved by installing rack mounted PDUs.
- d. Convenience
- 1) The MDF shall be equipped with 120 volt 20 Amp duplex NEMA 5-20R receptacles, with maximum (3) receptacles on each circuit. The originating electrical panel shall be equipped with a 20 Amp breaker per circuit.
 - 2) A duplex receptacle shall be spaced at least 1 foot from an adjacent wall and every 6 feet thereafter. A minimum of (1) duplex receptacle shall be placed in each wall and be flush mounted to the finished wall surface at 18 inches above finished floor.
6. Equipment Cabinets / Racks and Cable Management Requirements
- a. The MDF shall be equipped with a minimum (2) equipment cabinets or equipment racks. Coordination with and approval by City of San Antonio Information Technology Services Department during the design is required to determine with equipment cabinets or equipment racks shall be utilized.

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

B. Intermediate Distribution Frame (IDF)

1. Description

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

2. Architectural Requirements

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

wall lengths of at least 10 feet by 10 feet.

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

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

3. HVAC Requirements

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

4. Lighting Requirements

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

5. Power Requirements

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

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

d. Convenience

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

6. Equipment Cabinets / Racks and Cable Management Requirements

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

7.2 Entrance Pathways and Conduits

A. Design Principles

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

- b. Contain a minimum of (3) 3-inch 3-Cell Maxcell fabric 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.
- i. Be interrupted by an adequately sized manhole or pull box at least every 600 feet for sections containing up to (1) 90 degree of bend, and at least every 350 feet for sections with the equivalent of (2) 90 degree bends.
 - 1. Manholes and pull boxes shall be of adequate depth for conduits to enter from the side of the pull box and not be required to sweep up into the bottom of box.
 - 2. Manholes shall have a minimum size of 12 feet long 6 feet wide and 7 feet high.
 - 3. Pull boxes shall be a minimum 30 inches wide, 48 inches long and 30 inches tall.
 - 4. All accessories such as racking, grounding and bonding, ladders and ancillary equipment shall be provided
 - 5. All covers shall be stenciled with "**COSA COMMUNICATIONS**".
 - 6. Manholes and pull boxes shall be designed to ensure proper construction

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

- 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

- 1. Minimum of (3) 4-inch conduits shall route between hand-holes located in the City of San Antonio rights of Way.
- 2. 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.
- 3. 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

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

D. Campus Serving Conduits

- 1. Minimum of (2) 4-inch conduits shall route underground from the MDF to the IDF on the first floor of each additional building on the campus. Additional conduits

shall be added as required if fill capacity exceeds 40 percent.

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

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

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

B. Overhead Cable Management

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

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

7.4 Cable Support in Pathways

A. Main Cable Pathway

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

f. Horizontal Security

B. Sleeves and Penetrations

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

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

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

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

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 fan-out kits as required. Provide a 10-foot service loop at both ends of each cable stored on the wall above or below the cable runway. Provide a 20-foot service loop in each manhole or pull box. Cables shall be secured with Hook-and-loop tie-wraps in the MDF or IDF.
- 2) All fiber optic terminations shall be fusion spliced to factory provided "pig-tail" LC terminated cables.

C. Intra-building Backbone Cabling

1. Copper

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

2. Fiber

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

7.6 Horizontal Cabling

A. Workstation Cable

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

service loop in the MDF or IDF, and 1-foot of slack at the conduit stub-up above the outlet. Cable bundles shall be secured with Hook-and-loop tie-wraps.

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

B. Workstation Configurations

1. Office Workstation

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

2. Ceiling-Mounted Projector Outlet

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

ceiling, a purple adhesive dot shall be attached to the ceiling grid directly below the outlet location for future identification of the outlet location.

- 2) When an accessible ceiling is not available, the designer shall coordinate with the audio/visual consultant to termination requirements.
- 3) The designer shall coordinate with the audio/visual consultant to determine quantities and locations of projectors.

3. Audio Visual Control System (Control Panel)

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

4. Wireless Access Point Outlet

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

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

5. IP Camera Outlet

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

C. Patch Cables

1. MDF

a. Fiber Patch Cables – Duplex

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

b. Copper Patch Cables

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

Department for lengths of patch cables.

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

2. IDF

a. Fiber Patch Cables – Duplex

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

b. Copper Patch Cables

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

be white.

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

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

7.8 Labeling

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

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

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

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

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

3. Outdoor Aerial

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

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

4. Fiber Optic Fabric Innerduct

a. Indoor Plenum Rated

- 1) MaxCell

b. Outdoor

- 1) MaxCell

D. Copper Backbone Cable

1. Indoor

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

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

2. Outdoor Underground

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

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

3. Outdoor Aerial

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

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

E. Horizontal Cable

1. Category 6 UTP Plenum (Minimum 350 MHz)

- a. Network Access (Yellow Sheath)
 - 1) General
 - 2) Panduit
- b. Wireless Access Points (White Sheath)
 - 1) General
 - 2) Panduit
- c. AV Access (Purple Sheath)
 - 1) General
 - 2) Panduit
- d. IP Security (Red Sheath)
 - 1) General
 - 2) Panduit

F. Fiber Optic Cable Termination

- 1. Fiber Enclosure
 - a. Panduit Opticom Rack Mount Fiber Enclosure – Part No. FRMEXX
- 2. 9µm Single-Mode Fiber Coupler Panel
 - a. 9µm Panduit Opticom LC Fiber Adapter Panel - Part No. FAP6WBUDLCZ
- 3. Fiber Blank Panel
 - a. Panduit Opticom Blank Fiber Adapter Panel – Part No. FAPB
- 4. 9µm Single-Mode LC Pigtails
 - a. 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

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

4. Category 6 Modular Jacks

- a. Network Access

- 1) Equipment Room/Telecommunications Room End (Black)

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

- 2) Field End (Ivory)

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

- b. Wireless Access Points

- 1) Equipment Room/Telecommunications Room End (White)

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

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

- a. Panduit Mini-Com Surface Mount Box Part No. CBXJ2HW-A

8. Blank Insert (White)

- a. Panduit Mini-Com Blank Module – Part No. CMBWH-X

H. Equipment Racks, Cabinets, Wire Management, and Accessories

1. Two-Post Rack - 19" x 84" Open Frame (Black)

- a. Panduit Part No. CMR19x84NU

2. Four-Post Open Frame Rack - 23 .3" x 84" x 30 .2" (Black)

- a. Panduit Part No. CMR4P84

3. Equipment Cabinet (Black)

- a. Chatsworth F-Series TeraFrame Gen 3 Cabinet Part No. FF2J-113B- C22A
- b. Chatsworth CUBE-iT Wall-Mounted Cabinet 48" H X 24" W X 30" D Black Part No. 11996-748
- c. Chatsworth Thin-Line II Wall-Mounted Cabinet 36" H X 26" W X 12" D 6U Part No. 13050-723

4. Vertical Wire Managers (Black)

- a. Patch Runner Double Sided Vertical Cable Management System Panduit - Part No. PRV6
- b. Patch Runner Vertical Cable Management Door Panduit - Part No. PRD6
- c. Chatsworth F-Series TeraFrame Gen 3 Finger Cable Manager—Part No. 39112-C14

5. Horizontal Wire Managers (Black)

- a. Net Manager Double Sided High Capacity Horizontal Cable Mangers Panduit - Part No. NCMH2

I. Cable Runway (Ladder Type)

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

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

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- 2) Field End (White)
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- c. AV Access (Violet)
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 - 2) Field End (Violet)
 - a) Panduit Mini-Com TX6 Plus UTP Jack Modules Part No. CJ688TGVL
- d. IP Security
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 - b. 4-Port Single Gang Flush (Stainless Steel)
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 - c. 4-Port Double Gang Flush (Stainless Steel)
 - 1) Panduit Mini-Com Stainless Steel Faceplates with Labels Part No. CFPL6S-2GY
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 - 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

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- 2. Four-Post Open Frame Rack - 23 .3" x 84" x 30 .2" (Black)
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 - c. Chatsworth Thin-Line II Wall-Mounted Cabinet 36" H X 26" W X 12" D 6U Part No. 13050-723
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 - b. Patch Runner Vertical Cable Management Door Panduit - Part No. PRD6
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 - a. Chatsworth - Part No. 12101-712
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 - a. Chatsworth - Part No. 10250-718
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 - a. Chatsworth - Part No. 12100-718
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 - a. Chatsworth - Part No. 12101-718
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 - 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 5/8" Sheets of BC grade fire-rated plywood

O. Fire Retardant Paint (White)

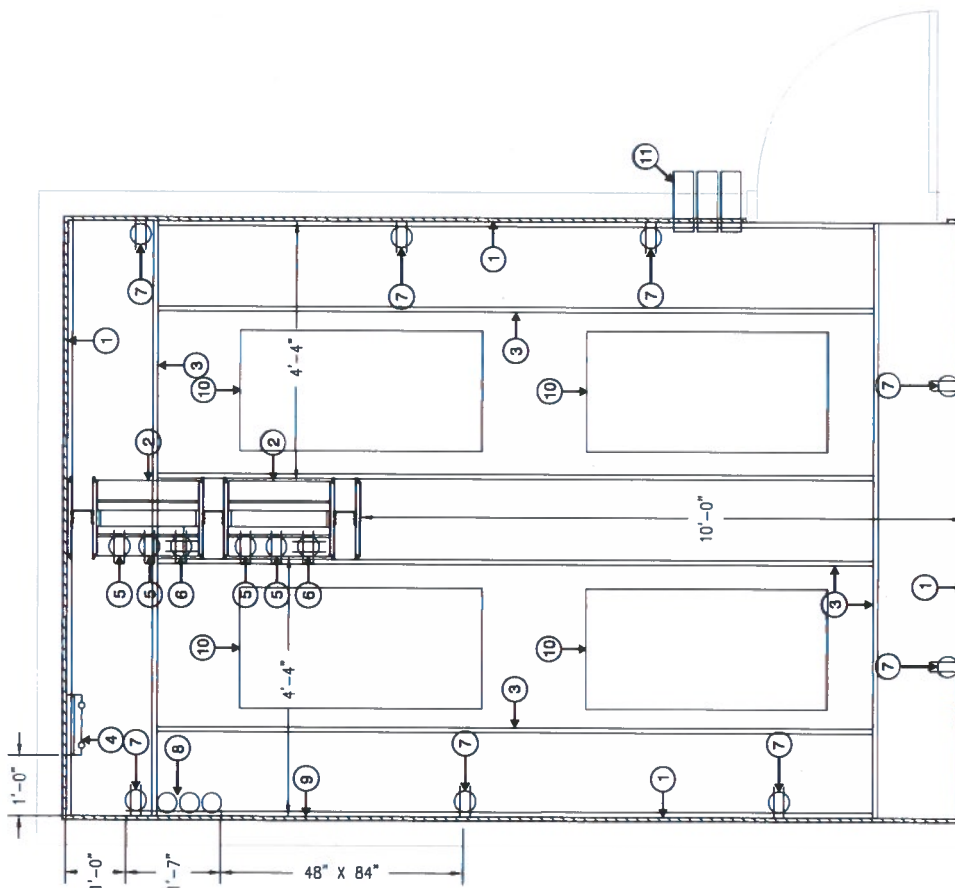
P. Fiber Patch Cables

1. Panduit
2. Corning

Q. Copper Patch Cables

1. Panduit

EXHIBIT 2 – TYPICAL DETAILS



1
xx
Typical MDF Room Layout With Racks

SCALE: 1/2" = 1'-0"

TYPICAL MDF ROOM LAYOUT WITH RACKS KEYED NOTES

- 1 4 - FEET X 8 - FEET X 3/4 - INCH AC GRADE VOID FREE FIRE RATED PLYWOOD INSTALLED VERTICALLY STARTING AT 12 - INCHES ABOVE FINISHED FLOOR ON ALL PERIMETER WALLS. THE PLYWOOD SHALL BE INSTALLED WITH THE "A" GRADE SIDE EXPOSED AND THE "C" GRADE SIDE AGAINST THE BUILDING WALL 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. (BY DIV. 27)
- 2 19 - INCH X 84 - INCH EQUIPMENT RACK WITH VERTICAL CABLE MANAGERS. (BY DIV. 27)
- 3 18 - INCH LADDER RACK MOUNTED AT 84 - INCHES ABOVE FINISHED FLOOR. (BY DIV. 27)
- 4 GROUND BUS BAR MOUNTED AT 78 - INCHES ABOVE FINISHED FLOOR. (BY DIV. 27)
- 5 DEDICATED 208 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT 50 TYPE CORD WITH FEMALE NEMA L6 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 6 DEDICATED 120 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT 50 TYPE CORD WITH FEMALE NEMA 5 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 7 20 AMP CIRCUIT WITH QUAD RECEPTACLE NEMA 5-20R FLUSH MOUNTED TO THE FINISHED WALL SURFACE AT 18 - INCHES ABOVE FINISHED FLOOR. OUTLETS SHALL BE SPACED NO FARTHER APART THAN 6 - FEET. MAXIMUM OF (6) PER CIRCUIT. (BY DIV. 26)
- 8 (3) 4 - INCH CONDUITS TERMINATED 4 - INCHES ABOVE FINISHED FLOOR AND NO FARTHER THAN 2 INCHES FROM THE WALL FOR SERVICE PROVIDER. CONTRACTOR SHALL PROVIDE PULL STRING AND NYLON BUSHINGS AND CAPS ON END OF CONDUIT. (BY DIV. 26)
- 9 48 - INCHES WIDE X 84 - INCHES HIGH RESERVED FOR SERVICE PROVIDER TERMINATION. (BY DIV. 27)
- 10 TYPICAL LIGHTING ORIENTATION, ENSURE THERE IS 50 FOOT CANDLES AT 2 - FEET ABOVE FINISHED FLOOR. (BY DIV. 26)
- 11 (3) 4 - INCH EMT CONDUIT SLEEVES ABOVE ACCESSIBLE CEILING WITH NYLON BUSHINGS ON EACH END AND SECURED TO WALL. CONDUIT SLEEVES SHALL BE SEALED ON THE EXTERIOR AND INTERIOR TO RETURN THE WALL BACK TO THE ORIGINAL RATING. IF WALL IS NOT RATED CONDUIT SHALL BE SEALED ON THE EXTERIOR AND INTERIOR TO REDUCE NOISE TRAVELING THROUGH THE PENETRATION. CONDUIT SLEEVES SHALL BE USED FOR LOW VOLTAGE DATA VOICE VIDEO AND SECURITY ONLY. (BY DIV. 26)

PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

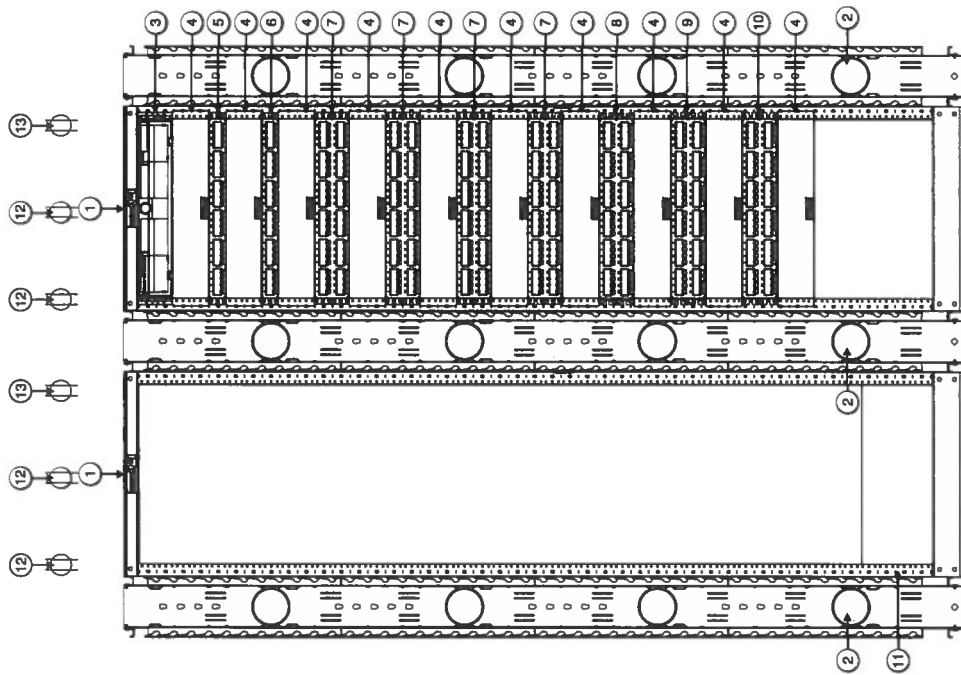
DATE:

03-04-14

SHEET:

1

SCALE: As Shown



1
KX
Typical MDF Rack Elevation

SCALE: 1"=1'-0"

TYPICAL MDF ROOM RACK ELEVATION KEYED NOTES

- 1 19 - INCH X 84 - INCH EQUIPMENT RACK. (BY DIV. 27)
- 2 DOUBLE - SIDED VERTICAL CABLE MANAGER. (BY DIV. 27)
- 3 RACK MOUNTED 48 - PORT FIBER OPTIC ENCLOSURE FOR SINGLE MODE FIBER OPTIC CABLE. (BY DIV. 27)
- 4 DOUBLE-SIDED HORIZONTAL CABLE MANAGER. (BY DIV. 27)
- 5 RACK MOUNTED 24 - PORT VOICE PATCH PANEL FOR INCOMING TELCO SERVICE. (BY DIV. 27)
- 6 RACK MOUNTED 24 - PORT VOICE PATCH PANEL. (BY DIV. 27)
- 7 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR DATA. (BY DIV. 27)
- 8 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR WIRELESS ACCESS POINTS. (BY DIV. 27)
- 9 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR AUDIO VISUAL SYSTEMS. (BY DIV. 27)
- 10 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR IP SECURITY. (BY DIV. 27)
- 11 (4) RACK MOUNTED UNITS OF SPACE FOR OWNER PROVIDED / OWNER INSTALLED UPS. (BY DIV. 27)
- 12 DEDICATED 208 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT SO TYPE CORD WITH FEMALE NEMA L6 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 13 DEDICATED 120 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT SO TYPE CORD WITH FEMALE NEMA 5 - 20R RECEPTACLE ON THE END. (BY DIV. 26)

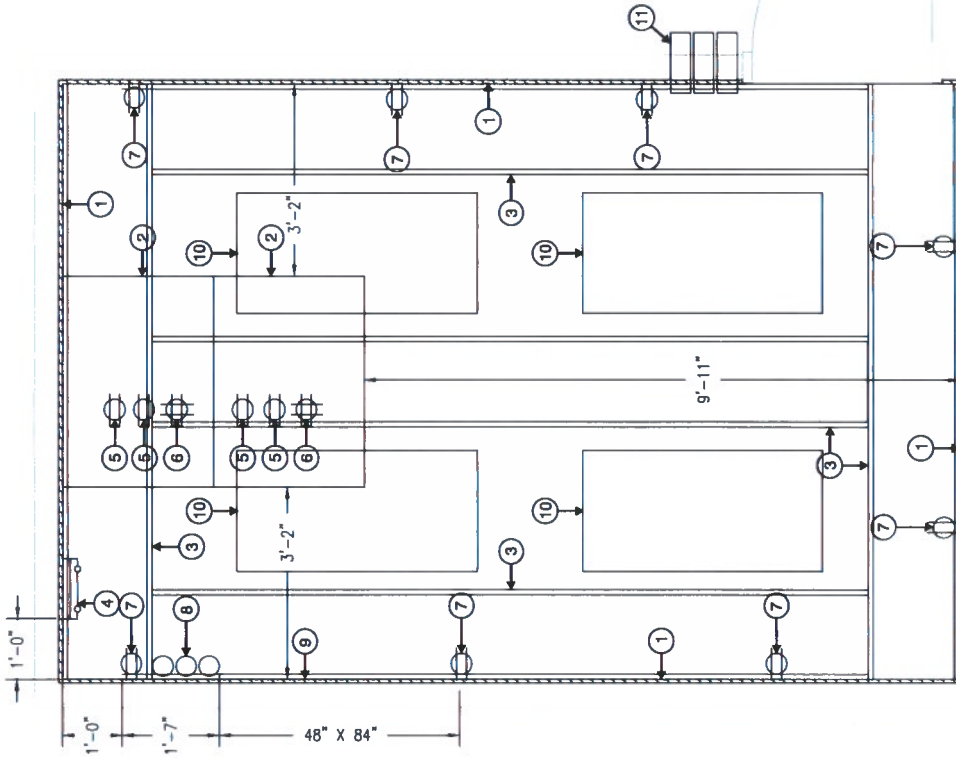
PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

DATE:
03-04-14

SHEET:
2

SCALE: As Shown

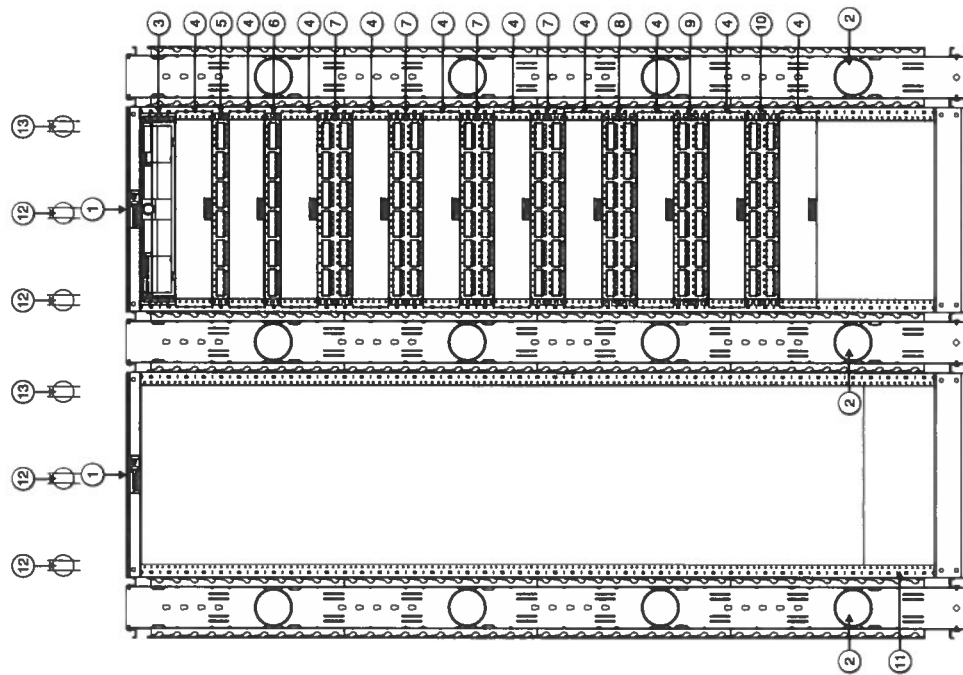


Typical MDF Room Layout With Cabinets

SCALE: 1/2" = 1'-0"

TYPICAL MDF ROOM LAYOUT WITH CABINETS KEYED NOTES

- 1 4 - FEET X 8 - FEET X 3/4 - INCH AC GRADE VOID FREE FIRE RATED PLYWOOD INSTALLED VERTICALLY STARTING AT 12 - INCHES ABOVE FINISHED FLOOR ON ALL PERIMETER WALLS. THE PLYWOOD SHALL BE INSTALLED WITH THE "A" GRADE SIDE EXPOSED AND THE "C" GRADE SIDE AGAINST THE BUILDING WALL 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. (BY DIV. 27)
- 2 27.6 - INCH X 84.6 - INCH TERAFRAME CABINET WITH VERTICAL CABLE MANAGERS. (BY DIV. 27)
- 3 12 - INCH LADDER RACK MOUNTED AT 84 - INCHES ABOVE FINISHED FLOOR. (BY DIV. 27)
- 4 GROUND BUS BAR MOUNTED AT 78 - INCHES ABOVE FINISHED FLOOR. (BY DIV. 27)
- 5 DEDICATED 208 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT SO TYPE CORD WITH FEMALE NEMA L6 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 6 DEDICATED 120 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT SO TYPE CORD WITH FEMALE NEMA 5 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 7 20 AMP CIRCUIT WITH QUAD RECEPTACLE NEMA 5-20R FLUSH MOUNTED TO THE FINISHED WALL SURFACE AT 18 - INCHES ABOVE FINISHED FLOOR. OUTLETS SHALL BE SPACED NO FARTHER APART THAN 6 - FEET. MAXIMUM OF (6) PER CIRCUIT. (BY DIV. 26)
- 8 (3) 4 - INCH CONDUITS TERMINATED 4 - INCHES ABOVE FINISHED FLOOR AND NO FARTHER THAN 2 INCHES FROM THE WALL FOR SERVICE PROVIDER. CONTRACTOR SHALL PROVIDE PULL STRING AND NYLON BUSHINGS AND CAPS ON END OF CONDUIT. (BY DIV. 26)
- 9 48 - INCHES WIDE X 84 - INCHES HIGH RESERVED FOR SERVICE PROVIDER TERMINATION. (BY DIV. 27)
- 10 TYPICAL LIGHTING ORIENTATION, ENSURE THERE IS 50 FOOT CANDLES AT 2 - FEET ABOVE FINISHED FLOOR. (BY DIV. 26)
- 11 (3) 4 - INCH EMT CONDUIT SLEEVES ABOVE ACCESSIBLE CEILING WITH NYLON BUSHINGS ON EACH END AND SECURED TO WALL. CONDUIT SLEEVES SHALL BE SEALED ON THE EXTERIOR AND INTERIOR TO RETURN THE WALL BACK TO THE ORIGINAL RATING. IF WALL IS NOT RATED CONDUIT SHALL BE SEALED ON THE EXTERIOR AND INTERIOR TO REDUCE NOISE TRAVELING THROUGH THE PENETRATION. CONDUIT SLEEVES SHALL BE USED FOR LOW VOLTAGE DATA VOICE VIDEO AND SECURITY ONLY. (BY DIV. 26)



TYPICAL MDF ROOM CABINET ELEVATION KEYED NOTES

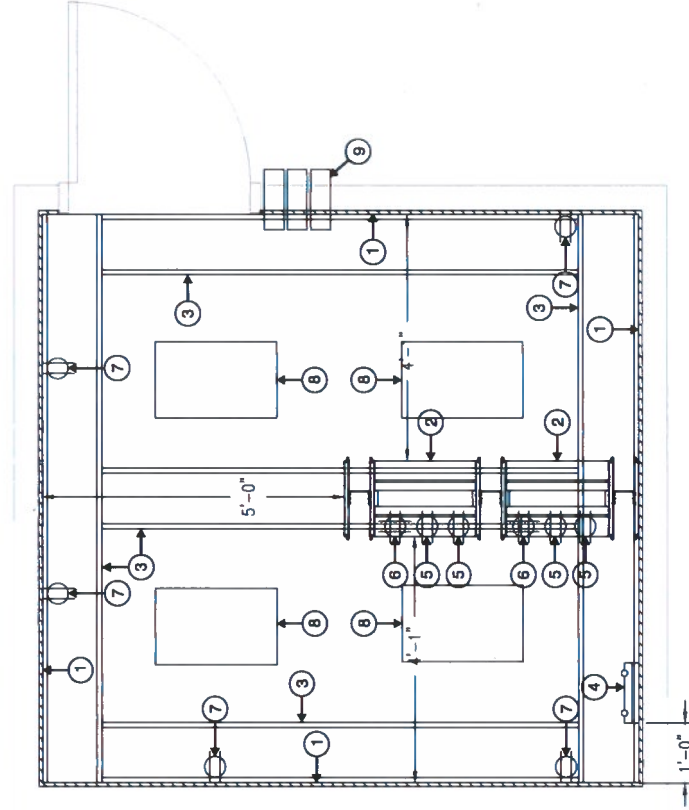
- 1 27.6 - INCH X 84.6 - INCH TERAFRAME CABINET. (BY DIV. 27)
- 2 TERAFRAME DOUBLE - SIDED VERTICAL FIBER CABLE MANAGER. (BY DIV. 27)
- 3 RACK MOUNTED 48 - PORT FIBER OPTIC ENCLOSURE FOR SINGLE MODE FIBER OPTIC CABLE. (BY DIV. 27)
- 4 DOUBLE-SIDED HORIZONTAL CABLE MANAGER. (BY DIV. 27)
- 5 RACK MOUNTED 24 - PORT VOICE PATCH PANEL FOR INCOMING TELCO SERVICE. (BY DIV. 27)
- 6 RACK MOUNTED 24 - PORT VOICE PATCH PANEL. (BY DIV. 27)
- 7 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR DATA. (BY DIV. 27)
- 8 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR WIRELESS ACCESS POINTS. (BY DIV. 27)
- 9 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR AUDIO VISUAL SYSTEMS. (BY DIV. 27)
- 10 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR IP SECURITY. (BY DIV. 27)
- 11 (4) RACK MOUNTED UNITS OF SPACE FOR OWNER PROVIDED / OWNER INSTALLED UPS. (BY DIV. 27)
- 12 DEDICATED 208 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT 50 TYPE CORD WITH FEMALE NEMA L6 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 13 DEDICATED 120 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT 50 TYPE CORD WITH FEMALE NEMA 5 - 20R RECEPTACLE ON THE END. (BY DIV. 26)

Typical MDF Cabinet Elevation

SCALE: 1"=1'-0"

TYPICAL IDF ROOM LAYOUT WITH RACKS KEYED NOTES

- 1 4 - FEET X 8 - FEET X 3/4 - INCH AC GRADE VOID FREE FIRE RATED PLYWOOD INSTALLED VERTICALLY STARTING AT 12 - INCHES ABOVE FINISHED FLOOR ON ALL PERIMETER WALLS. THE PLYWOOD SHALL BE INSTALLED WITH THE "A" GRADE SIDE EXPOSED AND THE "C" GRADE SIDE AGAINST THE BUILDING WALL 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. (BY DIV. 27)
- 2 19 - INCH X 84 - INCH EQUIPMENT RACK WITH VERTICAL CABLE MANAGERS. (BY DIV. 27)
- 3 12 - INCH LADDER RACK MOUNTED AT 84 - INCHES ABOVE FINISHED FLOOR. (BY DIV. 27)
- 4 GROUND BUS BAR MOUNTED AT 78 - INCHES ABOVE FINISHED FLOOR. (BY DIV. 27)
- 5 DEDICATED 208 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT SO TYPE CORD WITH FEMALE NEMA L6 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 6 DEDICATED 120 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT SO TYPE CORD WITH FEMALE NEMA 5 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 7 20 AMP CIRCUIT WITH QUAD RECEPTACLE NEMA 5-20R FLUSH MOUNTED TO THE FINISHED WALL SURFACE AT 18 - INCHES ABOVE FINISHED FLOOR. OUTLETS SHALL BE SPACED NO FARTHER APART THAN 6 - FEET. MAXIMUM OF (6) PER CIRCUIT. (BY DIV. 26)
- 8 TYPICAL LIGHTING ORIENTATION, ENSURE THERE IS 50 FOOT CANDLES AT 2 - FEET ABOVE FINISHED FLOOR. (BY DIV. 26)
- 9 (3) 4 - INCH EMT CONDUIT SLEEVES ABOVE ACCESSIBLE CEILING WITH NYLON BUSHINGS ON EACH END AND SECURED TO WALL. CONDUIT SLEEVES SHALL BE SEALED ON THE EXTERIOR AND INTERIOR TO RETURN THE WALL BACK TO THE ORIGINAL RATING. IF WALL IS NOT RATED CONDUIT SHALL BE SEALED ON THE EXTERIOR AND INTERIOR TO REDUCE NOISE TRAVELING THROUGH THE PENETRATION. CONDUIT SLEEVES SHALL BE USED FOR LOW VOLTAGE DATA VOICE VIDEO AND SECURITY ONLY. (BY DIV. 26)



1 XX Typical IDF Room Layout With Racks

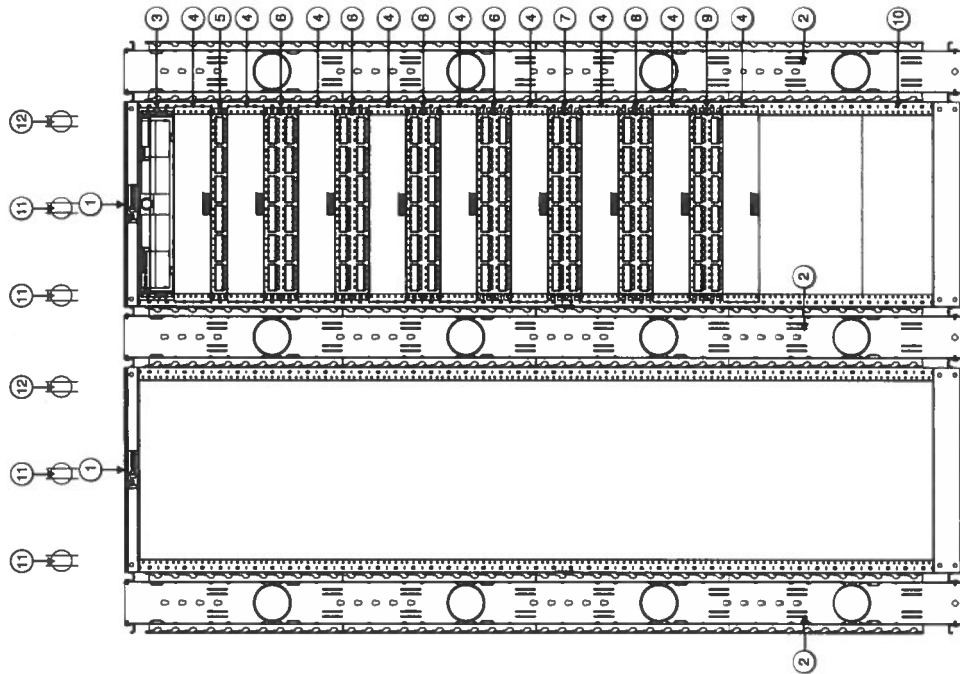
SCALE: 1/2"=1'-0"

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DATE: 03-04-14
SHEET: 5

SCALE: As Shown



1
X
Typical IDF Rack Elevation

SCALE: 1"=1'-0"

TYPICAL IDF ROOM RACK ELEVATION KEYED NOTES

- 1 19 - INCH X 84 - INCH EQUIPMENT RACK. (BY DIV. 27)
- 2 DOUBLE - SIDED VERTICAL CABLE MANAGER. (BY DIV. 27)
- 3 RACK MOUNTED 48 - PORT FIBER OPTIC ENCLOSURE FOR SINGLE MODE FIBER OPTIC CABLE. (BY DIV. 27)
- 4 DOUBLE-SIDED HORIZONTAL CABLE MANAGER. (BY DIV. 27)
- 5 RACK MOUNTED 24 - PORT VOICE PATCH PANEL. (BY DIV. 27)
- 6 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR DATA. (BY DIV. 27)
- 7 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR WIRELESS ACCESS POINTS. (BY DIV. 27)
- 8 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR AUDIO VISUAL SYSTEMS. (BY DIV. 27)
- 9 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR IP SECURITY. (BY DIV. 27)
- 10 (4) RACK MOUNTED UNITS OF SPACE FOR OWNER PROVIDED / OWNER INSTALLED UPS. (BY DIV. 27)
- 11 DEDICATED 208 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT 50 TYPE CORD WITH FEMALE NEMA L6 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 12 DEDICATED 120 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT 50 TYPE CORD WITH FEMALE NEMA 5 - 20R RECEPTACLE ON THE END. (BY DIV. 26)

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CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

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03-04-14

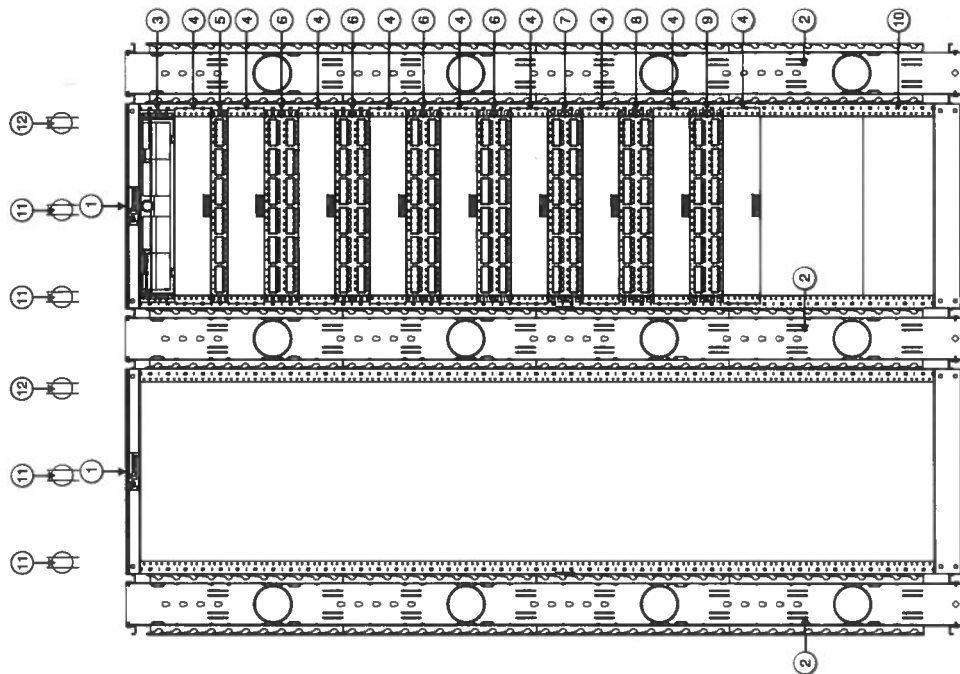
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6

SCALE: As Shown



1	xx
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- 4 - FEET X 8 - FEET X 3/4 - INCH AC GRADE VOID FREE FIRE RATED PLYWOOD INSTALLED VERTICALLY STARTING AT 12 - INCHES ABOVE FINISHED FLOOR ON ALL PERIMETER WALLS. THE PLYWOOD SHALL BE INSTALLED WITH THE "A" GRADE SIDE EXPOSED AND THE "C" GRADE SIDE AGAINST THE BUILDING WALL 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. (BY DIV. 27)
- 27.5 - INCH X 84.5 - INCH TERRAFRAME CABINET WITH VERTICAL CABLE MANAGERS. (BY DIV. 27)
- 12 - INCH LADDER RACK MOUNTED AT 84 - INCHES ABOVE FINISHED FLOOR. (BY DIV. 27)
- GROUND BUS BAR MOUNTED AT 78 - INCHES ABOVE FINISHED FLOOR. (BY DIV. 27)
- DEDICATED 208 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT SO TYPE CORD WITH FEMALE NEMA L6 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
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- TYPICAL LIGHTING ORIENTATION, ENSURE THERE IS 50 FOOT CANDLES AT 2 - FEET ABOVE FINISHED FLOOR. (BY DIV. 26)
- (3) 4 - INCH EMT CONDUIT SLEEVES ABOVE ACCESSIBLE CEILING WITH NYLON BUSHINGS ON EACH END AND SECURED TO WALL. CONDUIT SLEEVES SHALL BE SEALED ON THE EXTERIOR AND INTERIOR TO RETURN THE WALL BACK TO THE ORIGINAL RATING. IF WALL IS NOT RATED CONDUIT SHALL BE SEALED ON THE EXTERIOR AND INTERIOR TO REDUCE NOISE TRAVELING THROUGH THE PENETRATION. CONDUIT SLEEVES SHALL BE USED FOR LOW VOLTAGE DATA VOICE VIDEO AND SECURITY ONLY. (BY DIV. 26)



1
XX
Typical IDF Cabinet Elevation

SCALE: 1"=1'-0"

TYPICAL IDF ROOM CABINET ELEVATION KEYED NOTES

- 1 27.6 - INCH X 84.6 - INCH TERAFRAME CABINET. (BY DIV. 27)
- 2 TERAFRAME DOUBLE - SIDED VERTICAL FINGER CABLE MANAGER. (BY DIV. 27)
- 3 RACK MOUNTED 48 - PORT FIBER OPTIC ENCLOSURE FOR SINGLE MODE FIBER OPTIC CABLE. (BY DIV. 27)
- 4 DOUBLE-SIDED HORIZONTAL CABLE MANAGER. (BY DIV. 27)
- 5 RACK MOUNTED 24 - PORT VOICE PATCH PANEL. (BY DIV. 27)
- 6 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR DATA. (BY DIV. 27)
- 7 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR WIRELESS ACCESS POINTS. (BY DIV. 27)
- 8 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR AUDIO VISUAL SYSTEMS. (BY DIV. 27)
- 9 RACK MOUNTED 48 - PORT CATEGORY 6 PATCH PANEL FOR IP SECURITY. (BY DIV. 27)
- 10 (4) RACK MOUNTED UNITS OF SPACE FOR OWNER PROVIDED / OWNER INSTALLED UPS. (BY DIV. 27)
- 11 DEDICATED 208 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT SO TYPE CORD WITH FEMALE NEMA L6 - 20R RECEPTACLE ON THE END. (BY DIV. 26)
- 12 DEDICATED 120 VAC 20 AMP CIRCUIT IN J-BOX MOUNTED TO UNISTRUT ABOVE THE LADDER RACK AND PROVIDED WITH A 7 - FT SO TYPE CORD WITH FEMALE NEMA 5 - 20R RECEPTACLE ON THE END. (BY DIV. 26)

PROJECT NAME:

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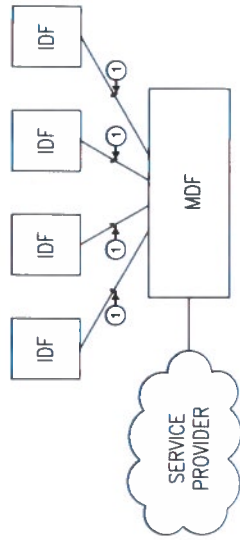


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SHEET: 8

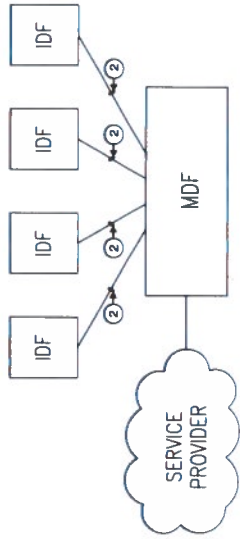
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- 1 CATEGORY 3 25-PAIR PLENUM
- 2 ARMORED SINGLE MODE 24-STRAND PLENUM



2 Single Stand-Alone Building Copper Topology Diagram

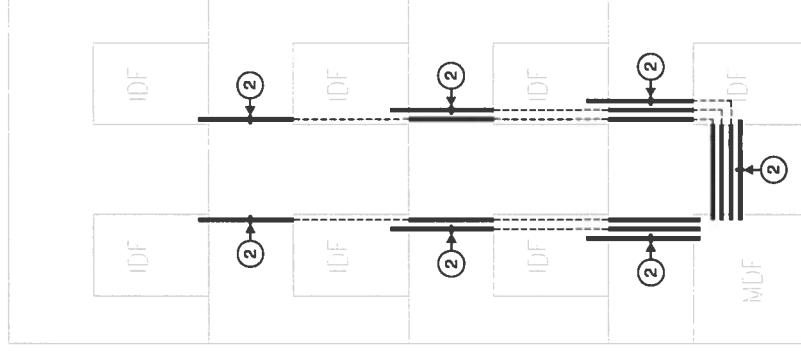
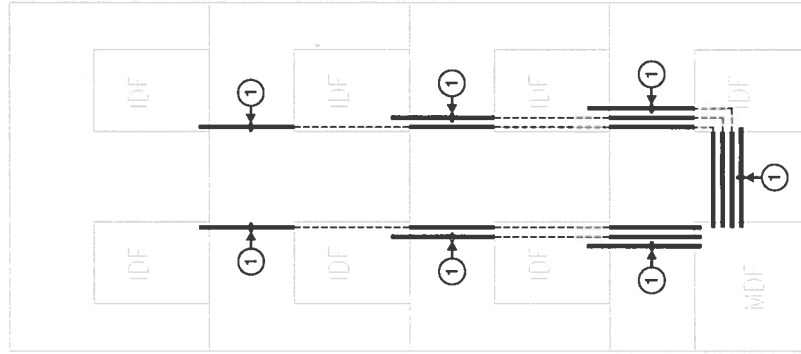
SCALE: N.T.S.



1 Single Stand-Alone Building Fiber Topology Diagram

SCALE: N.T.S.

- 1 CATEGORY 3 25-PAIR PLENUM
- 2 ARMORED SINGLE MODE 24-STRAND PLENUM



1
XX
Single Stand-Alone Building Copper Riser Diagram
SCALE: N.T.S.

2
XX
Single Stand-Alone Building Fiber Riser Diagram
SCALE: N.T.S.



PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

DATE:

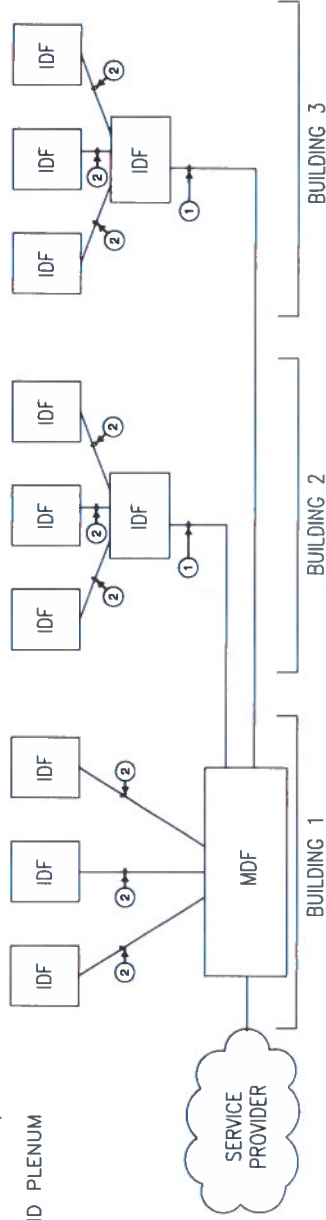
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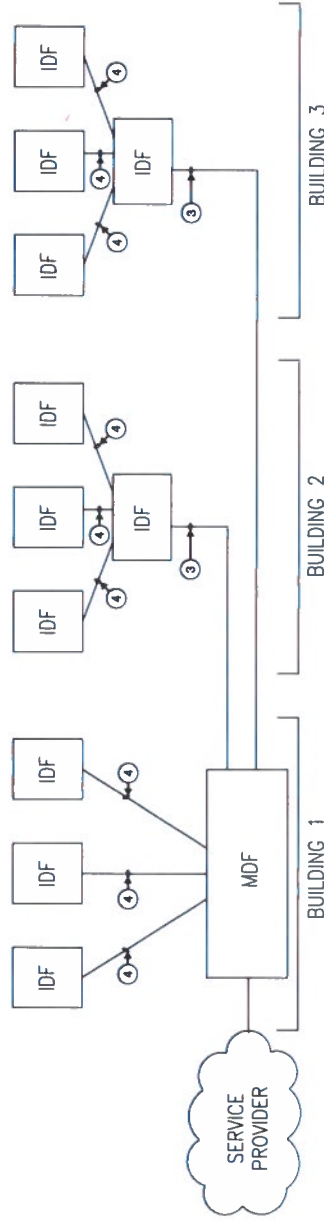
SCALE: As Shown

- 1 CATEGORY 3 25-PAIR OSP
- 2 CATEGORY 3 25-PAIR PLENUM
- 3 ARMORED SINGLE MODE 48-STRAND INDOOR/OUTDOOR
- 4 ARMORED SINGLE MODE 24-STRAND PLENUM



Campus Copper Topology Diagram

1 xx
SCALE: N.T.S.



Campus Fiber Topology Diagram

2 xx
SCALE: N.T.S.

PROJECT NAME:

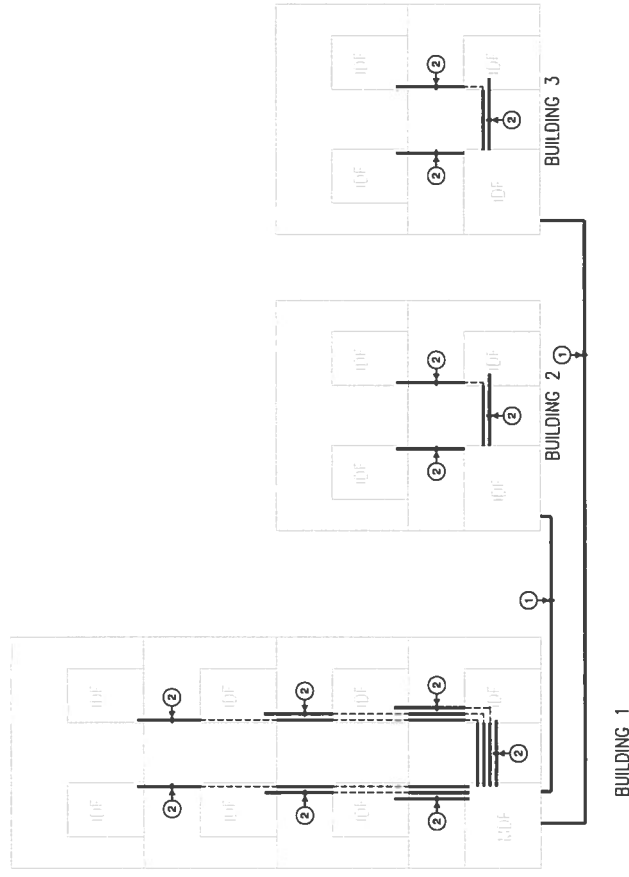
CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

DATE:
03-04-14

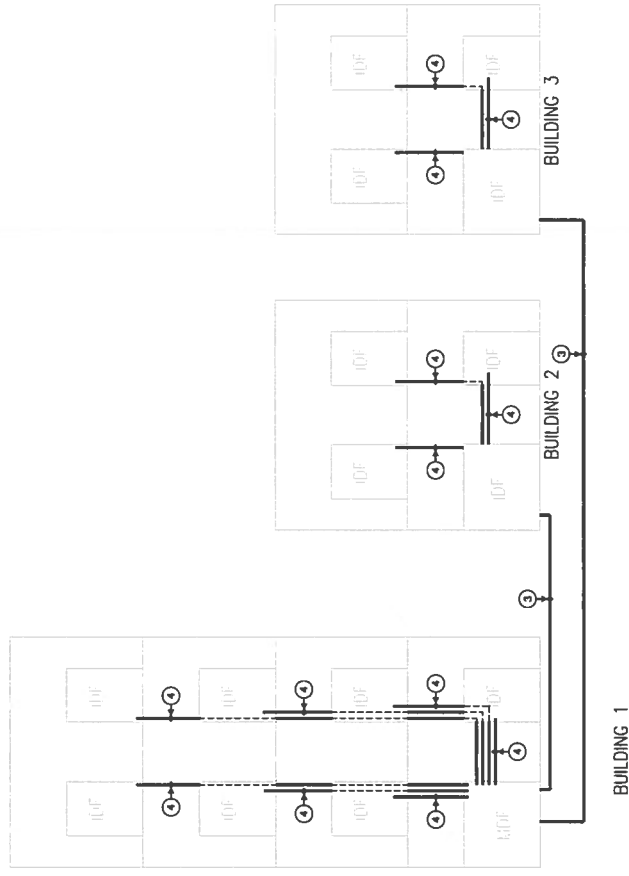
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11
SCALE: As Shown



- 1 CATEGORY 3 25-PAIR OSP
- 2 CATEGORY 3 25-PAIR PLENUM
- 3 ARMORED SINGLE MODE 48-STRAND INDOOR/OUTDOOR
- 4 ARMORED SINGLE MODE 24-STRAND PLENUM

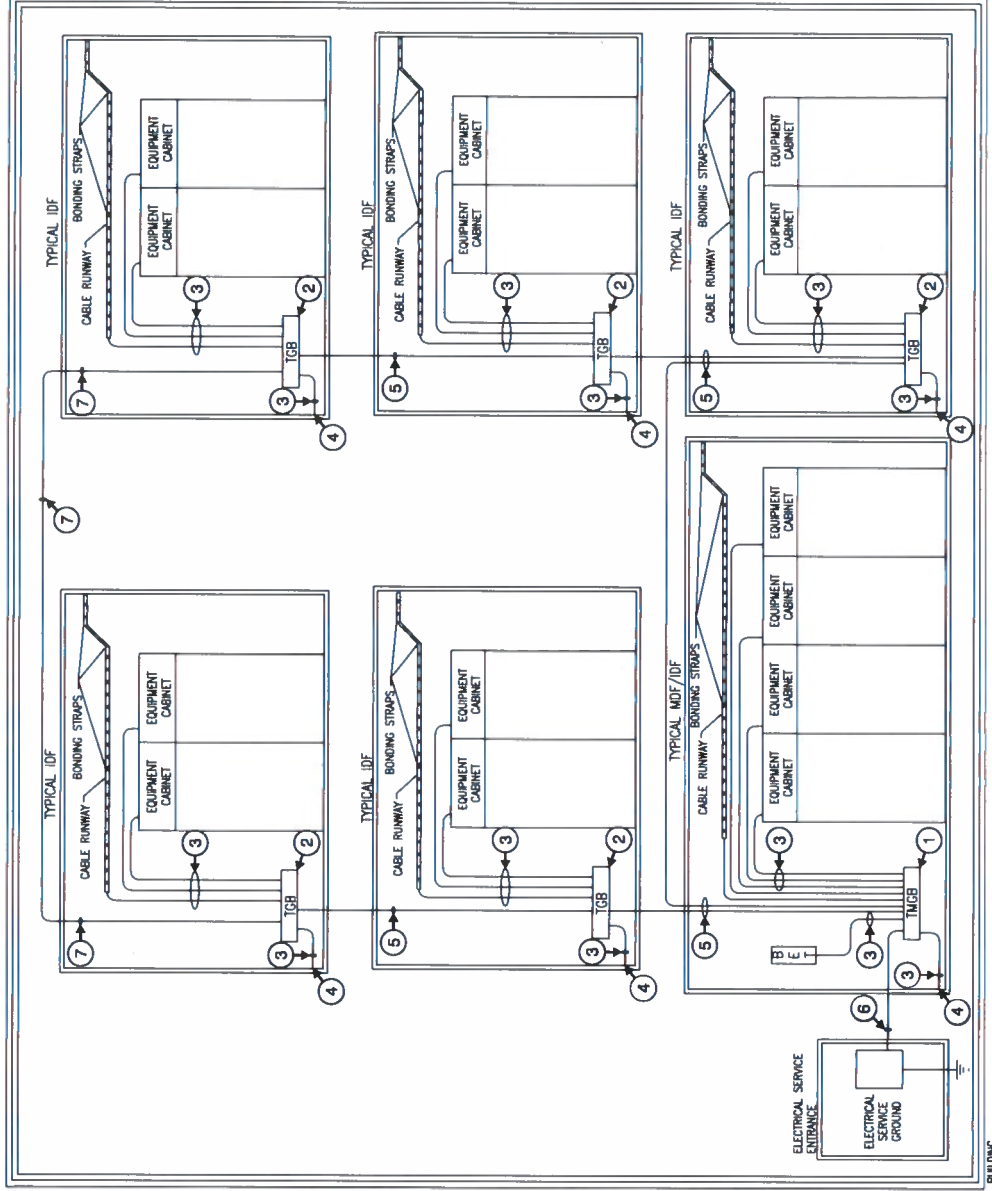


Campus Copper Riser Diagram
 1 XX
 SCALE: N.T.S.



Campus Fiber Riser Diagram
 2 XX
 SCALE: N.T.S.

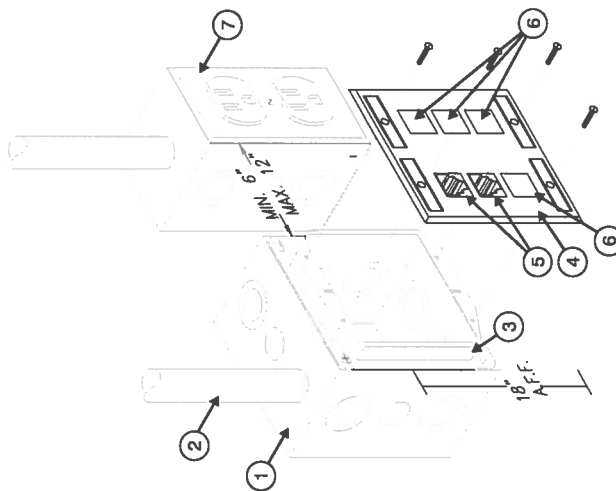
- 1 TELECOMMUNICATIONS MAIN GROUNDING BUS BAR (TMGB)
- 2 TELECOMMUNICATIONS GROUNDING BUS BAR (TGB)
- 3 TELECOMMUNICATIONS BONDING CONDUCTOR (TBC)
- 4 CONNECT TO GROUNDED BUILDING STEEL WHEN EXPOSED IN ROOM.
- 5 TELECOMMUNICATIONS BONDING BACKBONE (TBB)
- 6 TELECOMMUNICATIONS BONDING CONDUCTOR (TBC) BY ELECTRICAL CONTRACTOR
- 7 GROUNDING EQUALIZER CONDUCTOR (GEC)



1
XX
Typical Grounding Diagram

SCALE: N.T.S.

TBB/GE linear length m (ft)	TBB/GE size (AWG)
less than 4 (13)	6
4 - 6 (14 - 20)	4
6 - 8 (21 - 26)	3
8 - 10 (27 - 33)	2
10 - 13 (34 - 41)	1
13 - 16 (42 - 52)	1/0
16 - 20 (53 - 66)	2/0
20 - 26 (67 - 84)	3/0
26 - 32 (85 - 105)	4/0
32 - 38 (106 - 125)	250 kcmil
38 - 46 (126 - 150)	300 kcmil
46 - 53 (151 - 175)	350 kcmil
53 - 76 (176 - 250)	500 kcmil
76 - 91 (251 - 300)	600 kcmil
Greater than 91 (301)	750 kcmil



- 1 4 11/16" x 4 11/16" x 2 1/8" RECESSED DOUBLE GANG BOX (BY DIV 26)
- 2 1-INCH EMT CONDUIT FROM DOUBLE GANG BOX WITH 200 LBS PULL STRING AND NYLON BUSHING STUBBED OUT ABOVE ACCESSIBLE CEILING (BY DIV 26)
- 3 DOUBLE GANG PLASTER RING (BY DIV 26)
- 4 DOUBLE GANG WALL PLATE WITH DESIGNATION IN WINDOW (BY DIV 27)
- 5 DATA INSERT (BY DIV 27)
- 6 BLANK INSERT (BY DIV 27)
- 7 ELECTRICAL RECEPTACLE, GANG BOX AND CONDUIT SHOWN FOR REFERENCE ONLY (REFER TO DIV 26)

TYPICAL OFFICE WORKSTATION CONFIGURATION

SCALE: N.T.S.

PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

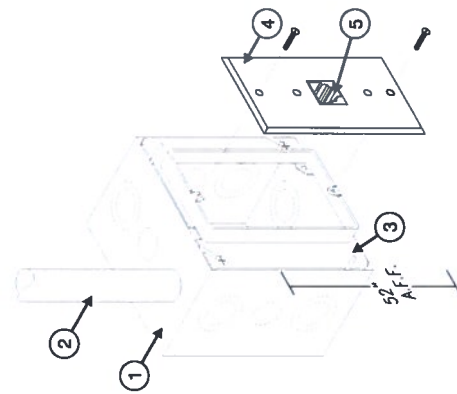
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DATE:

03-04-14

SCALE: As Shown



- 1 4 11/16" x 4 11/16" x 2 1/8" RECESSED DOUBLE GANG BOX (BY DIV 26)
- 2 1-INCH EMT CONDUIT FROM DOUBLE GANG BOX WITH 200 LBS PULL STRING AND NYLON BUSHING STUBBED OUT ABOVE ACCESSIBLE CEILING (BY DIV 26)
- 3 SINGLE GANG PLASTER RING (BY DIV 26)
- 4 SINGLE GANG WALL PLATE (BY DIV 27)
- 5 DATA INSERT (BY DIV 27)

TYPICAL WALL PHONE CONFIGURATION

SCALE: N.T.S.

PROJECT NAME:

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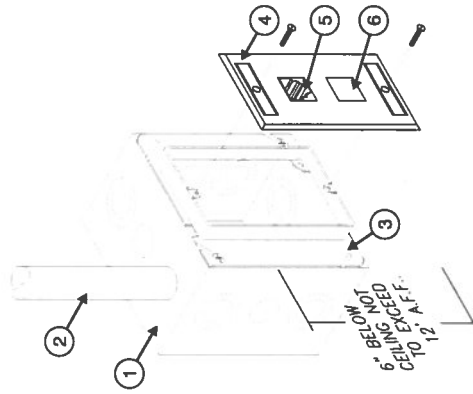
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03-04-14

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15

SCALE: As Shown



- ① 4 11/16" x 4 11/16" x 2 1/8" RECESSED DOUBLE GANG BOX (BY DIV 26)
- ② 1-INCH EMT CONDUIT FROM DOUBLE GANG BOX WITH 200 LBS PULL STRING AND NYLON BUSHING STUBBED OUT ABOVE ACCESSIBLE CEILING (BY DIV 26)
- ③ SINGLE GANG PLASTER RING (BY DIV 26)
- ④ SINGLE GANG WALL PLATE (BY DIV 27)
- ⑤ DATA INSERT (BY DIV 27)
- ⑥ BLANK INSERT (BY DIV 27)



TYPICAL WALL MOUNTED IP CAMERA/WIRELESS ACCESS POINT CONFIGURATION

SCALE: N.T.S.

PROJECT NAME:

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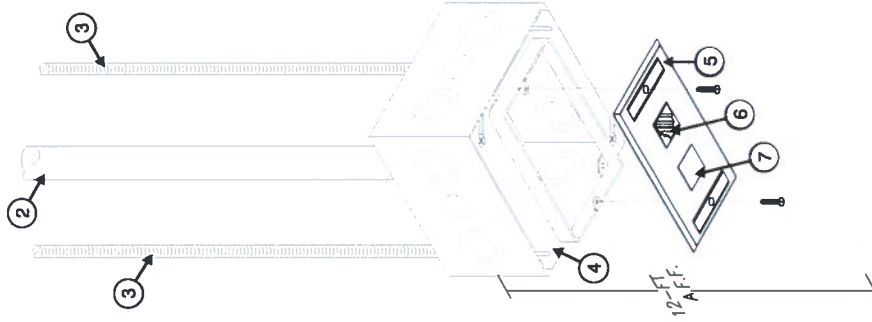
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16

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03-04-14

SCALE: As Shown



- 1 4 11/16" x 4 11/16" x 2 1/8" RECESSED DOUBLE GANG BOX (BY DIV 26)
- 2 1-INCH EMT CONDUIT FROM DOUBLE GANG BOX WITH 200 LBS PULL STRING AND NYLON BUSHING STUBBED OUT AT BUILDING STRUCTURE (BY DIV 26)
- 3 ALL THREAD TO BUILDING STRUCTURE.
- 4 SINGLE GANG PLASTER RING (BY DIV 26)
- 5 SINGLE GANG WALL PLATE (BY DIV 27)
- 6 DATA INSERT (BY DIV 27)
- 7 BLANK INSERT (BY DIV 27)

TYPICAL STRUCTURE MOUNTED IP CAMERA/WIRELESS ACCESS POINT CONFIGURATION

SCALE: N.T.S.

PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

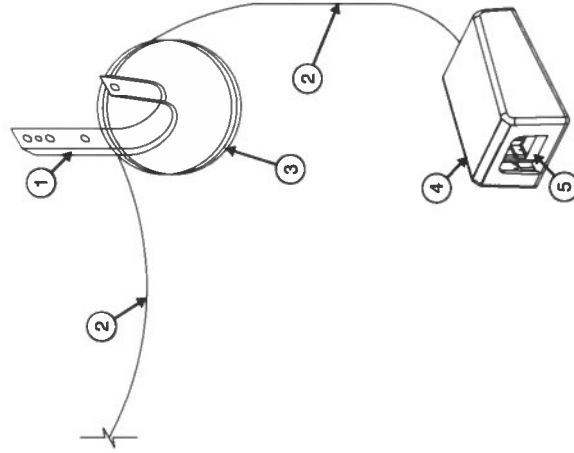
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17

DATE:

03-04-14

SCALE: As Shown



- 1 J-HOOK ABOVE ACCESSIBLE CEILING (BY DIV 27)
- 2 DATA CABLE ABOVE ACCESSIBLE CEILING (BY DIV 27)
- 3 20-FOOT SERVICE LOOP ABOVE ACCESSIBLE CEILING NEATLY COILED AND SECURED TO J-HOOK (BY DIV 27)
- 4 SURFACE MOUNT BOX ABOVE ACCESSIBLE CEILING AND SECURED TO BUILDING STRUCTURE. (BY DIV 27)
- 5 DATA INSERT (BY DIV 27)

TYPICAL ABOVE ACCESSIBLE CEILING DATA OUTLET

SCALE: N.T.S.

PROJECT NAME:



CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

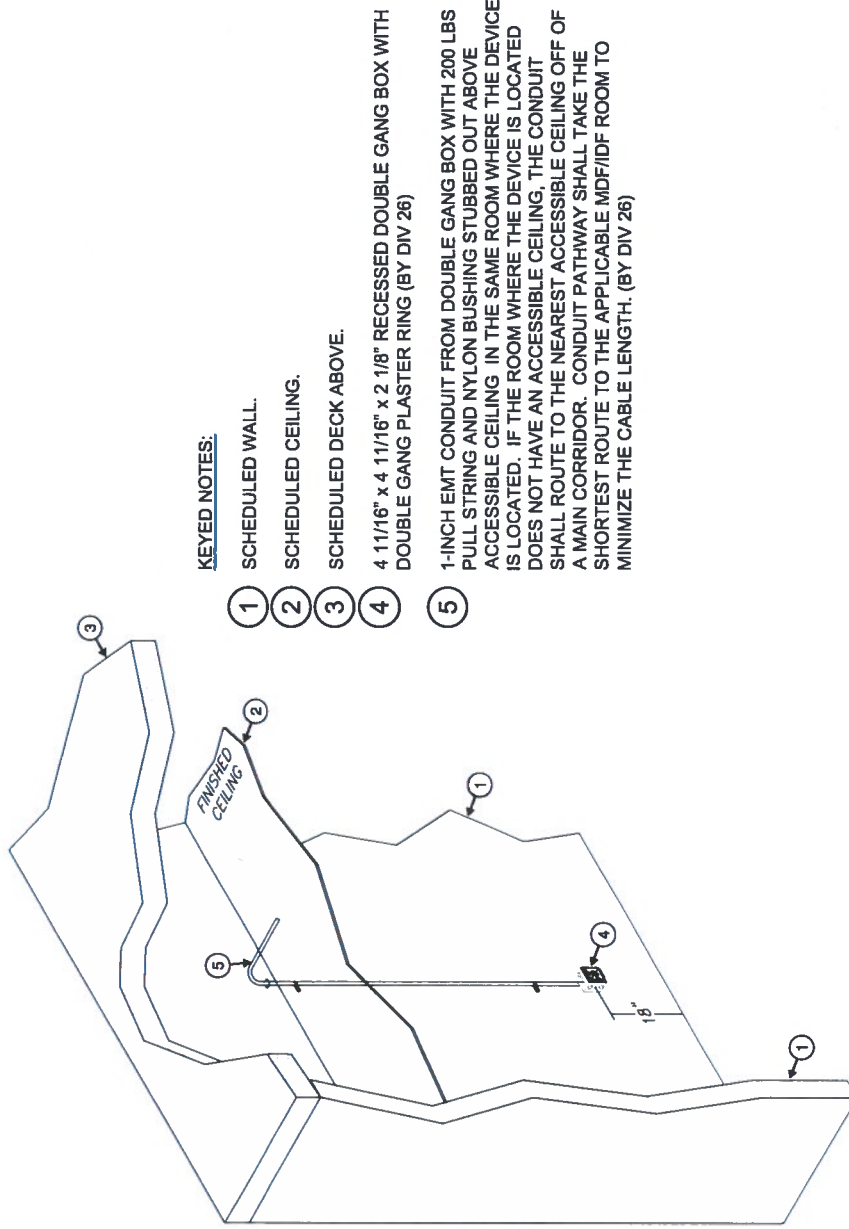
DATE:

03-04-14

SHEET:

18

SCALE: As Shown



KEYED NOTES:

- 1 SCHEDULED WALL.
- 2 SCHEDULED CEILING.
- 3 SCHEDULED DECK ABOVE.
- 4 4 11/16" x 4 11/16" x 2 1/8" RECESSED DOUBLE GANG BOX WITH DOUBLE GANG PLASTER RING (BY DIV 26)
- 5 1-INCH EMT CONDUIT FROM DOUBLE GANG BOX WITH 200 LBS PULL STRING AND NYLON BUSHING STUBBED OUT ABOVE ACCESSIBLE CEILING IN THE SAME ROOM WHERE THE DEVICE IS LOCATED. IF THE ROOM WHERE THE DEVICE IS LOCATED DOES NOT HAVE AN ACCESSIBLE CEILING, THE CONDUIT SHALL ROUTE TO THE NEAREST ACCESSIBLE CEILING OFF OF A MAIN CORRIDOR. CONDUIT PATHWAY SHALL TAKE THE SHORTEST ROUTE TO THE APPLICABLE MDF/IDF ROOM TO MINIMIZE THE CABLE LENGTH. (BY DIV 26)

TYPICAL TECHNOLOGY CONDUIT ROUGH-IN

SCALE: N.T.S.

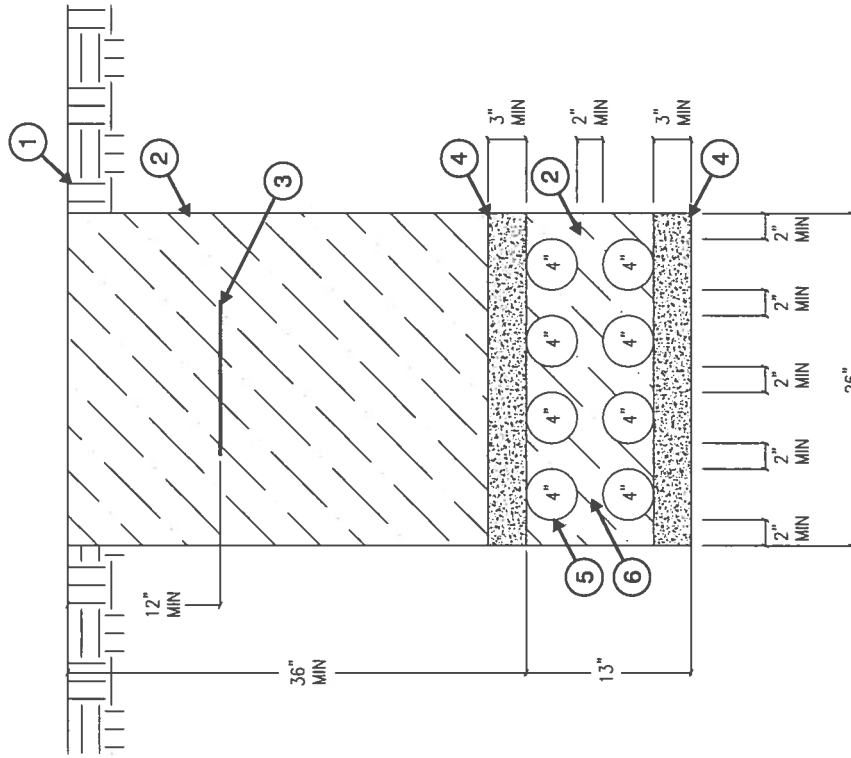
PROJECT NAME:

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STRUCTURED CABLING INFRASTRUCTURE STANDARDS

DATE: 03-04-14

SHEET: 19

SCALE: As Shown



- 1 FINISHED GRADE
- 2 SELECT COMPACTED BACKFILL
- 3 DETECTABLE WARNING TAPE
- 4 COMPACTED SAND
- 5 COMMUNICATIONS CONDUIT
- 6 DUCT SPACERS (TYPICAL BETWEEN ALL CONDUITS)

TYPICAL COMMUNICATIONS DUCT BANK DETAIL - (8) 4-INCH CONDUITS

1
XX

SCALE: N.T.S.

PROJECT NAME:



CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

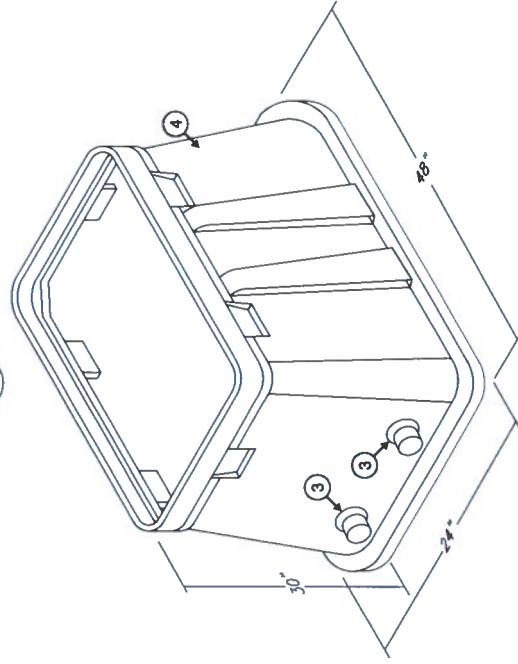
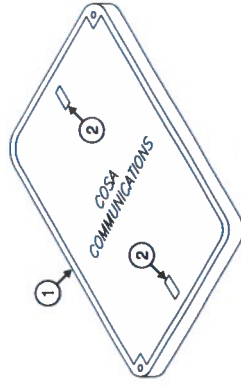
DATE:

03-04-14

SHEET:

20

SCALE: As Shown



KEYED NOTES:

- ① 40-INCH X 18-INCH H20 COVER.
- ② LIFTING EYE.
- ③ 4-INCH TERMINATOR.
- ④ 48-INCH LONG X 24-INCH WIDE X 30-INCH DEEP H20 RATED HANDHOLE.

TYPICAL TECHNOLOGY HANDHOLES (HH)

SCALE: N.T.S.



PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

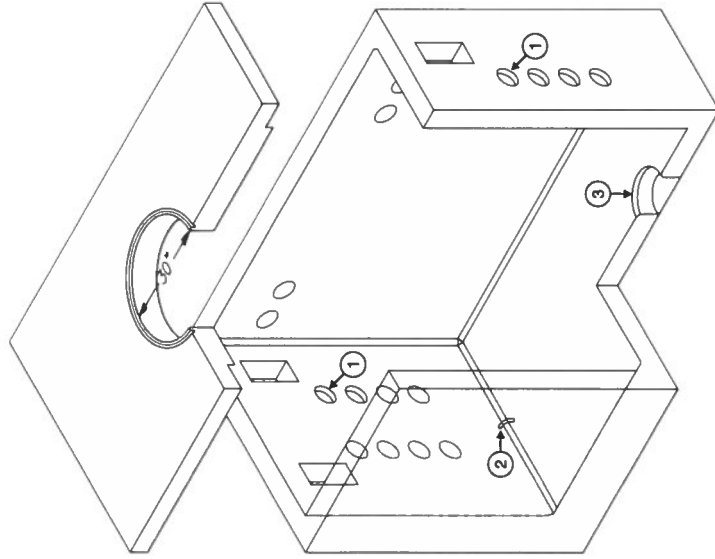
DATE:

03-04-14

SHEET:

21

SCALE: As Shown



KEYED NOTES:

- 1 PRE CAST 4-INCH TERMINATORS.
- 2 PULLING EYES (ONE AT EACH END).
- 3 13-INCH SUMP WITH GRATE.

TYPICAL TECHNOLOGY MAINTENANCE HOLES (MH)

SCALE: N.T.S.

PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS



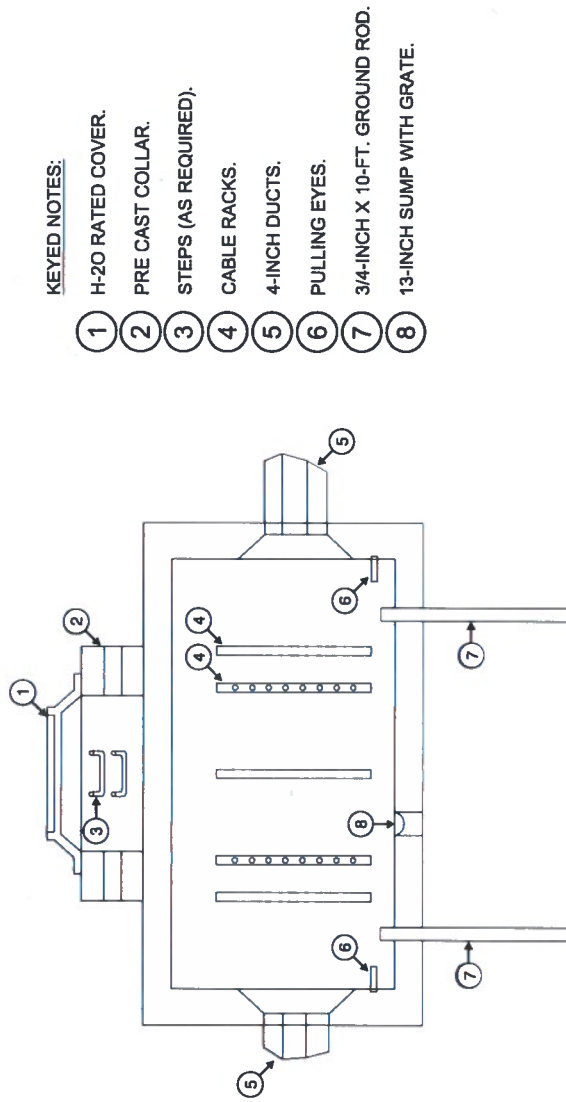
SHEET:

22

DATE:

03-04-14

SCALE: As Shown



KEYED NOTES:

- 1 H-20 RATED COVER.
- 2 PRE CAST COLLAR.
- 3 STEPS (AS REQUIRED).
- 4 CABLE RACKS.
- 5 4-INCH DUCTS.
- 6 PULLING EYES.
- 7 3/4-INCH X 10-FT. GROUND ROD.
- 8 13-INCH SUMP WITH GRATE.

TYPICAL TECHNOLOGY MAINTENANCE HOLES (MH)

SCALE: N.T.S.

PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

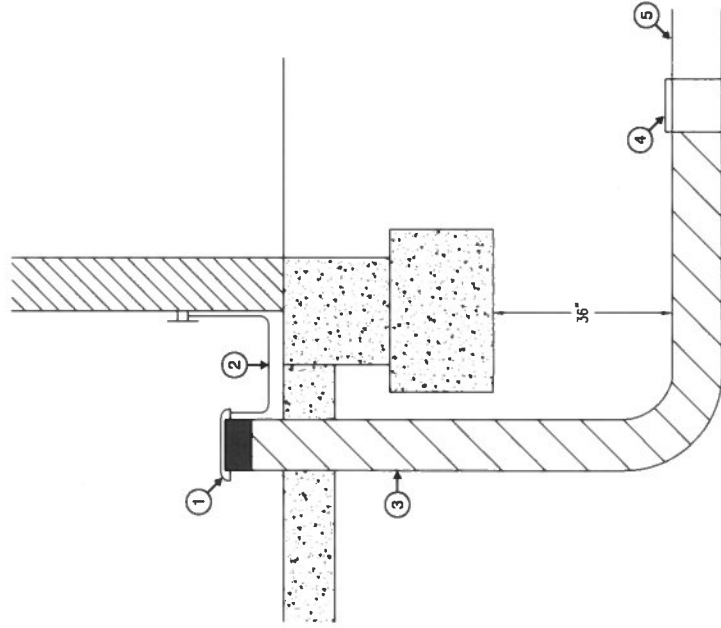
SHEET:

23

DATE:

03-04-14

SCALE: As Shown



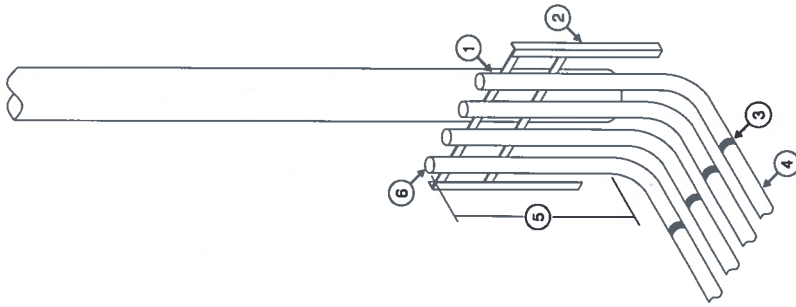
KEYED NOTES:

- ① GROUNDING BUSHING.
- ② #6 GROUND WIRE TO TMGB/TGB.
- ③ 4-INCH RIGID STEEL CONDUIT WRAPPED WITH PASCO PROTECTIVE TAPE SYSTEM.
- ④ PVC FEMALE ADAPTER.
- ⑤ SCHEDULE 40 PVC.

TYPICAL TECHNOLOGY DUCT ENTRY INTO BUILDING

1
3X

SCALE: N.T.S.



KEYED NOTES:

- ① 4-INCH RIGID STEEL CONDUIT WRAPPED WITH PASCO PROTECTIVE TAPE SYSTEM.
- ② UNISTRUT RACKING CONSTRUCTED IN FIELD.
- ③ PVC FEMALE ADAPTER.
- ④ 4-INCH SCHEDULE 40 PVC CONDUIT.
- ⑤ 4-INCH RIGID STEEL CONDUIT SHALL BE EXTENDED 36 INCHES ABOVE GRADE.
- ⑥ CONDUITS SHALL BE CAPPED AND SEALED TO PREVENT MOISTURE AND DEBRIS FROM ENTERING CONDUITS.

TYPICAL POLE RISER

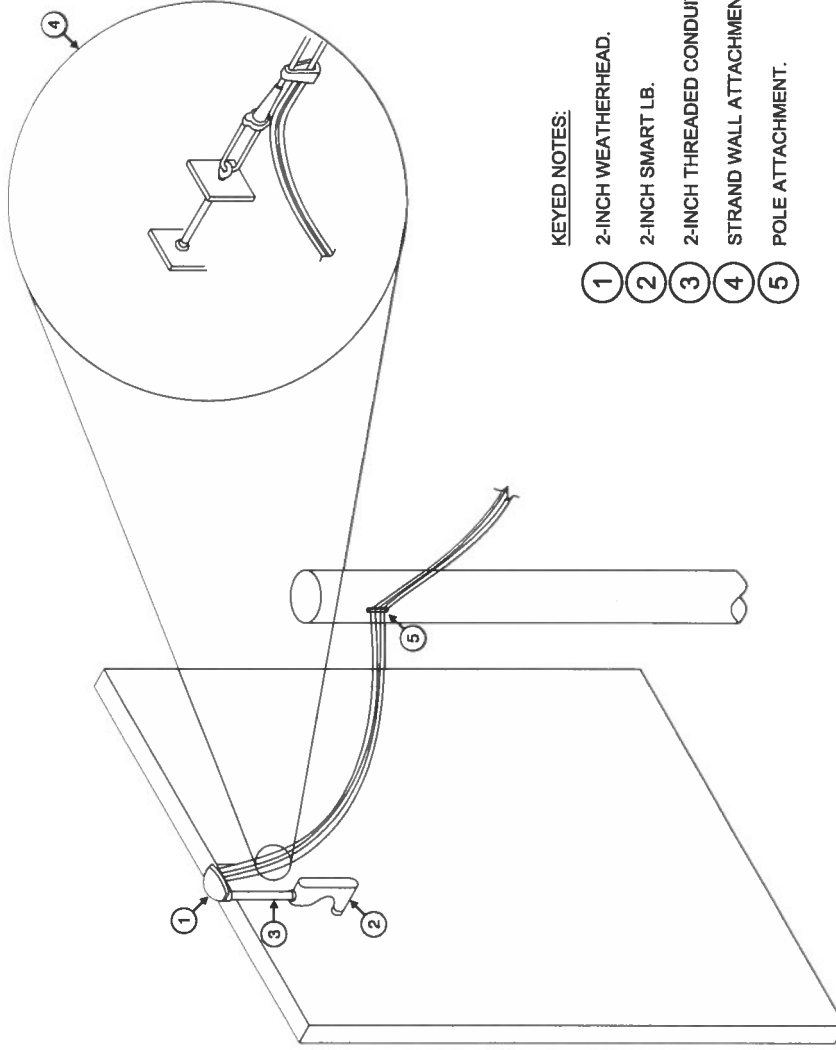
SCALE: N.T.S.

PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

COMBS
CITY OF SAN ANTONIO
1000 N. N. Hwy. 170, Suite 100
San Antonio, Texas 78208
Phone: 214-348-2000

DATE: 03-04-14
SHEET: 25
SCALE: As Shown



KEYED NOTES:

- ① 2-INCH WEATHERHEAD.
- ② 2-INCH SMART LB.
- ③ 2-INCH THREADED CONDUIT.
- ④ STRAND WALL ATTACHMENT.
- ⑤ POLE ATTACHMENT.

TYPICAL AERIAL BUILDING ENTRANCE

SCALE: N.T.S.

1
xx



PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

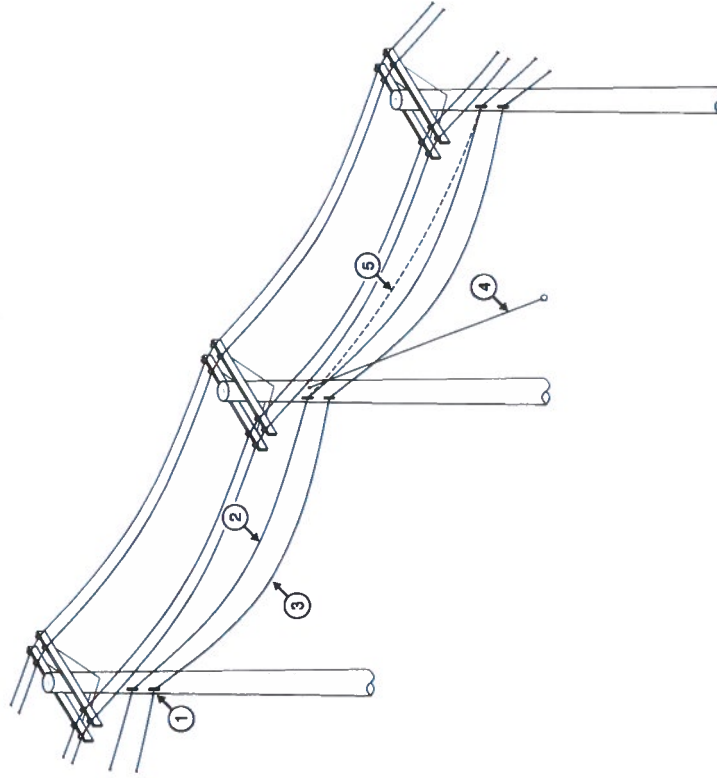
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03-04-14

SHEET:

26

SCALE: As Shown



KEYED NOTES:

- 1 TYPICAL POLE ATTACHMENT.
- 2 FIBER LASHED TO MESSENGER.
- 3 COPPER LASHED TO MESSENGER.
- 4 DOWN-GUY AS REQUIRED BY POLE OWNER.
- 5 CABLE SAG CALCULATED ON SPAN LENGTH AND CABLE TYPE.

TYPICAL AERIAL SPAN

SCALE: N.T.S.

1
XX

PROJECT NAME:



CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

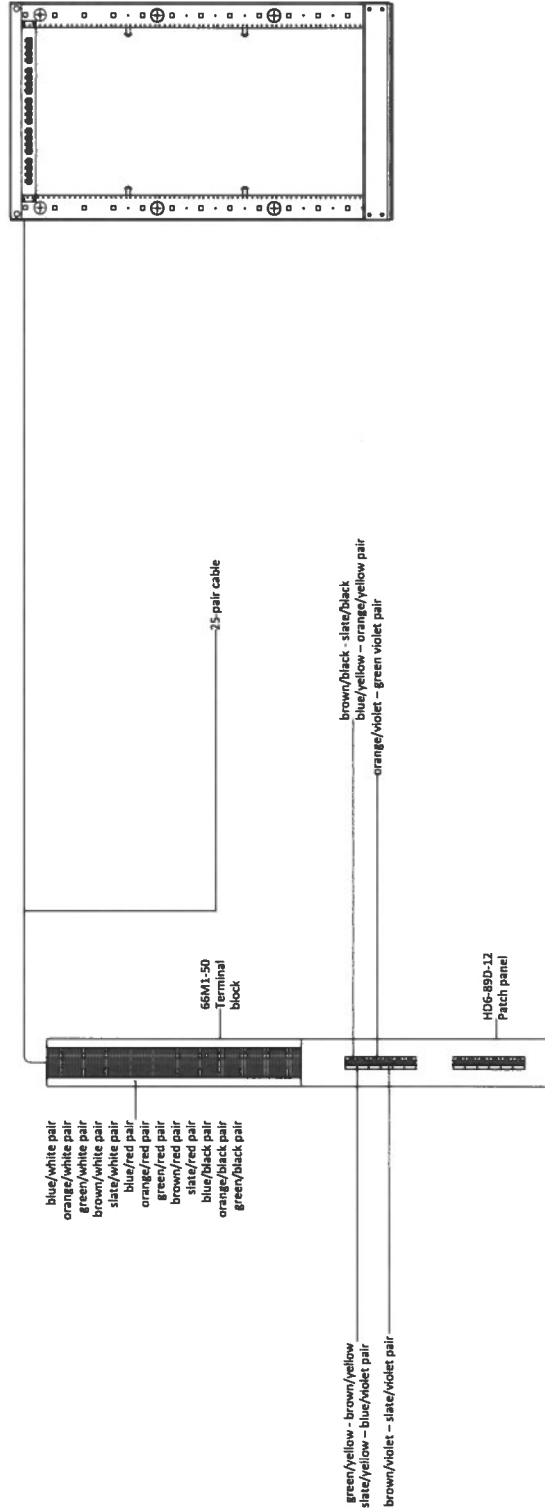
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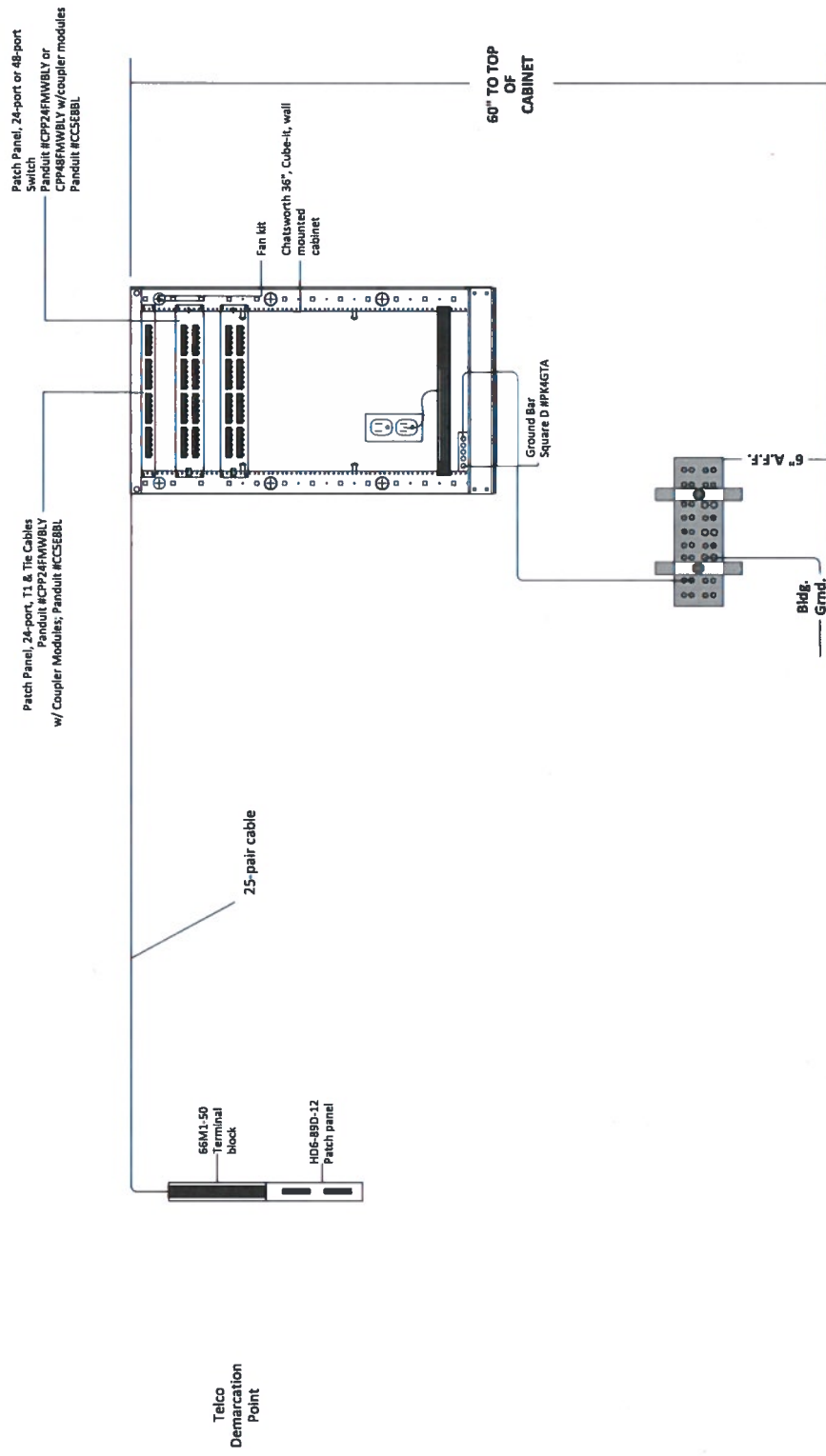
27

SCALE: As Shown



TYPICAL TELCO DEMARCATION CABLE TERMINATION DETAIL

SCALE: N.T.S.



TYPICAL CHATSWORTH CUBE-IT INSTALLATION

SCALE: N.T.S.

PROJECT NAME:

CITY OF SAN ANTONIO
STRUCTURED CABLING INFRASTRUCTURE STANDARDS

DATE:
03-04-14

SHEET:
29

SCALE: As Shown



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

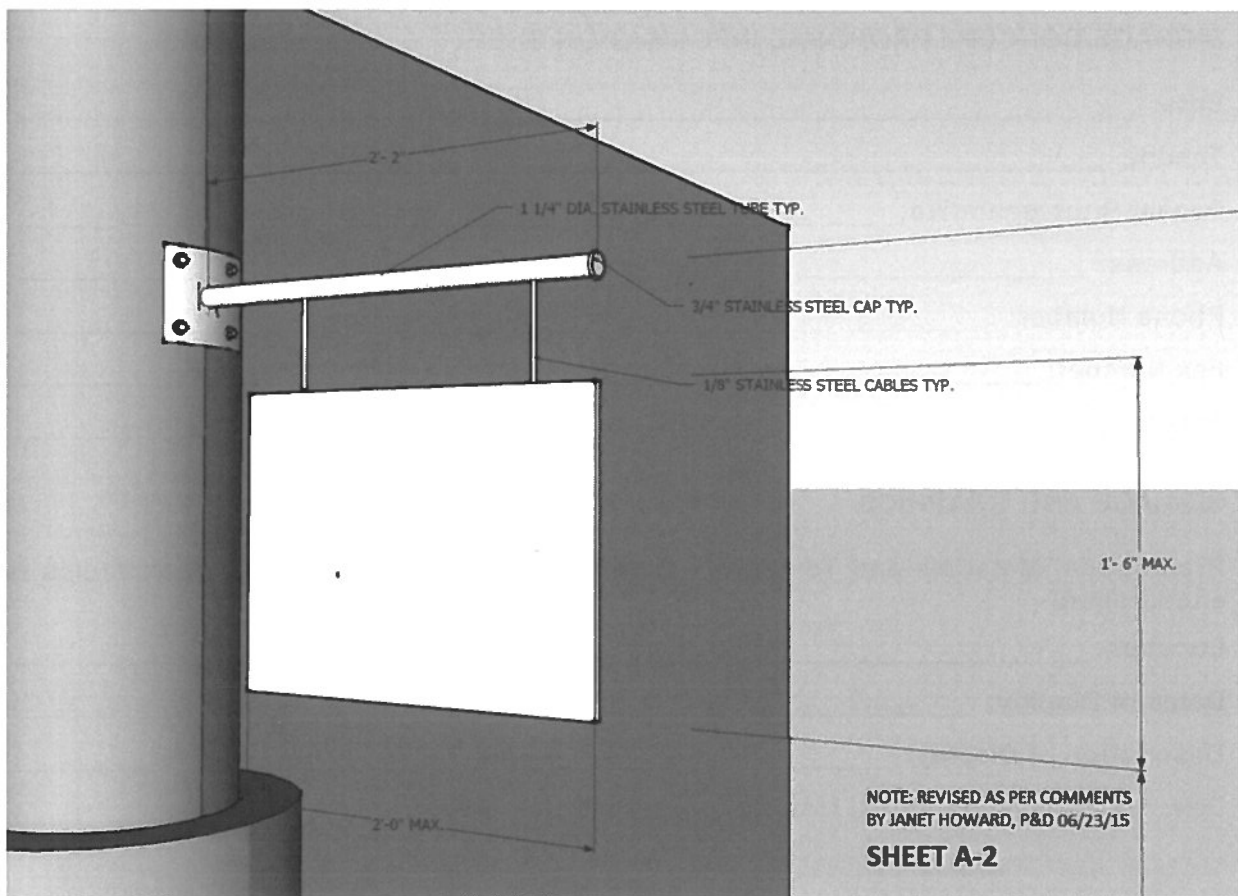
Signage on personnel doors within the Terminals must be approved by the SAAS. Personnel door may be marked as to the function (i.e., "Lost and Found"). These signs shall be installed per ADA requirement Size, color and font to be provided at a later date.

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:**_____

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 marcus.machemehl@sanantonio.gov.