

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
AVIATION DEPARTMENT**

AGENDA ITEM NO. **38**

TO: Mayor and City Council

FROM: Kevin C. Dolliole, Aviation Director

THROUGH: Terry M. Brechtel, City Manager

COPIES: Christopher J. Brady, Finance, Office of Management & Budget, Public Works, File

SUBJECT: Professional Services Agreement – Land Use/Development Study for San Antonio International and Stinson Municipal Airports

DATE: June 19, 2003

SUMMARY AND RECOMMENDATIONS

This proposed ordinance designates the firm of Llewelyn-Davies Sahni to provide planning services in connection with the Land Use and Development Study for San Antonio International and Stinson Municipal Airports, and authorizes the negotiation and execution of a contract for an amount not to exceed \$467,871.00. This proposed ordinance further authorizes \$20,000.00 for planning contingencies and \$12,129.00 for administrative expenses for a total appropriation of \$500,000.00.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

The City has in its Five Year Capital Program, a project to prepare a land use and development study to establish guidelines regarding land use compatibility for areas surrounding both San Antonio International and Stinson Municipal Airports. This project was identified and approved as part of the 1991 Noise Compatibility Program.

Furthermore, it is a requirement of our grant assurances that land compatibility be addressed, and implemented to the extent feasible as a tool to help mitigate noise impacts on surrounding areas.

This study is eligible under the Federal Aviation Administration's (FAA) Airport Improvement Program. As such, the City has accepted a grant in the amount of \$400,000 from the FAA in support of this study.

The City's initial request for interest statements resulted with only three (3) respondents. Given the special needs for a project of this type, it was determined that it would be in the best interest of the City to reject the initial response, re-issue the request and implement a concerted outreach plan to insure that the planning consultant community is alerted to this project.

The second request resulted in a total of six (6) qualified respondents. City staff rated all firms, which submitted interest statements to be considered for these services, giving consideration to past experience and recognized ability and competence in providing such services. The initial ratings were prepared by five staff members consisting of Aviation Department (3), Planning Department (1) and Economic Development Department (SBEDA).

The City Architectural/Engineer Selection Committee reviewed the ratings and concurred with the results of the ratings, together with the selection of the two (2) firms for further evaluation through an interview process.

Interviews were conducted and it is the recommendation of the interview committee to City Council that the firm of Llewelyn-Davies Sahni be selected for negotiation of a contract for said work based upon demonstrated ability and qualifications. The interview committee consisted of five members representing the Aviation Department (3), Planning Department (1) and the Airport Advisory Committee (1). A copy of the rating sheet for the initial ratings and the interview ratings is attached.

Fees for this work, which have been negotiated, include the following elements:

Base Fees	\$392,871.00
Environmental Allowance	\$ 50,000.00
Meeting Allowance	<u>\$ 25,000.00</u>
Total	\$467,871.00

The environmental allowance has been included as an estimate to conduct limited Phase 1 assessments for land acquisitions, which will be identified for purchase through the study process. These assessments will be conducted to determine order of magnitude environmental costs associated with each property to be included in the financial assessment.

The meeting allowance has been included to provide for formal meetings, which may be required over and above the projected thirty meetings included in the base fees.

POLICY ANALYSIS

This proposed action continues the policy of improving facilities at San Antonio International and Stinson Municipal Airports and utilizing federal funding when available.

FISCAL IMPACT

This Project is funded by the Airport Improvement and Contingency Fund (20%) and the FAA Grant 41 (80%). This ordinance appropriates \$467,871.00 for planning fees, \$20,000.00 for contingency expenses, and \$12,129.00 for administrative expenses to cover costs related to the public meetings such as advertising and meeting room rental for a total appropriation of

\$500,000.00. The requirement for any future appropriations will be determined from the results of this study.

COORDINATION

This request for ordinance has been coordinated with the Public Works, Finance and Office of Management & Budget Departments.

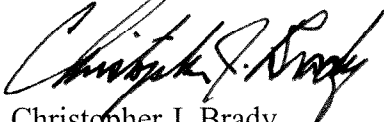
SUPPLEMENTARY COMMENTS

The ethics disclosure form from Llewelyn-Davies Sahni is attached.

SIGNATURES



Kevin C. Dolliole
Aviation Director



Christopher J. Brady
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

PROJECT: Land Use/Development Study
at
San Antonio International and Stinson Airports
ARCHITECT/ENGINEER STATEMENT OF INTEREST REVIEW
CITY OF SAN ANTONIO

Weight Factors		15	20	15	25	5	10	5	5	100
No.	Architect/Engineer Candidates	Design and Creative Ability of Firm/Team	Construction Document & Technical Capability of Firm/Team	Capability of Subconsultants	Firm's Suitability Familiarity for Project Type/Scope	*Special Considerations	**Locally Headquartered Business Enterprise	** Disadvantaged Business Enterprise (DBE)	** Small Business Economic Development Advocacy Policy Compliance (SBEDA)	Total Rating
1	Barnard Dunkelburg & Co.	12.25	16	12	20.75	2	0	0	0	63
2	Carter & Burgess	10.25	12.5	8.25	15.5	1.667	6	2	2	58.167
3	Harry Jewett Associates, Inc.	6.5	7	2.5	6.25	0.333	10	0	0	32.583
4	Llewelyn-Davies Sahni	12	16	12	18.25	3.333	2	5	4	72.583
5	PBSJ	12.75	17.25	12.25	20.75	2.667	6	0	3	74.667
6	Wilbur Smith Associates	12	13.5	11.75	18	2.667	0	0	2	59.917
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Notes: * Special Considerations - special expertise regarding codes, ADA, rules, regulations, regulatory agency criteria, etc. of: TNRCC (Texas Natural Resource Conservation Commission), HDRC (Historic and Design Review Commission) and other as applicable to this project.
 ** Percentages for Locally Headquartered Businesses, DBE firms and Small Business Economic Development Advocacy policy compliance will be provided by Economic Development Department.

Reviewer: Summary

Date:

PROJECT: Land Use/Development Study
at
San Antonio International and Stinson Airports
ARCHITECT/ENGINEER INTERVIEW RATING
CITY OF SAN ANTONIO

	Weight Factors	15	20	15	25	5	10	5	5	100
		Design and Creative Ability of Firm/Team	Technical Capability of Firm/Team	Capability of Subconsultants	Firm's Suitability Familiarity for Project Type/Scope	*Special Considerations	**Locally Headquartered Business Enterprise	** Disadvantaged Business Enterprise (DBE)	** Small Business Economic Development Advocacy Policy Compliance (SBEDA)	Total Rating
No.	Architect/Engineer Candidates									
1	PBSJ	12.6	16.4	12.2	16.8	2.8	6	0	3	69.8
2	Llewelyn-Davies Sahni	12.2	14.8	12.4	17.6	3.4	2	5	4	71.4
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Notes: * Special Considerations - special expertise regarding codes, ADA, rules, regulations, regulatory agency criteria, etc. of: TNRCC (Texas Natural Resource Conservation Commission), HDRC (Historic and Design Review Commission) and other as applicable to this project.

** Percentages for Locally Headquartered Businesses, DBE firms and Small Business Economic Development Advocacy policy compliance will be provided by Economic Development Department.

Reviewer: Summary

Date:

City of San Antonio
Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

Not Applicable

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:
Llewelyn-Davies Sahni, Inc
and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

1. Ricondo & Associates
2. Bain Medina Bain
3. Ximenes & Associates
4. PSI, Inc.
5. Sweet Promotions

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

Not Applicable

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Not Applicable

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

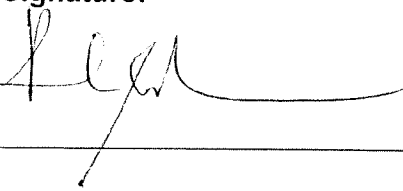
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
Not Applicable	Not Applicable	Not Applicable

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: <u>PRESIDENT</u> Company: <u>LLEWELYN - DAVIES SMITH</u>	Date: <u>3/27/03</u>

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

City of San Antonio
Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

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Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

None

(2) the identity of any business entity¹ that would be a party to the discretionary contract:
Ricondo & Associates, Inc.
and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

None

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

None

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

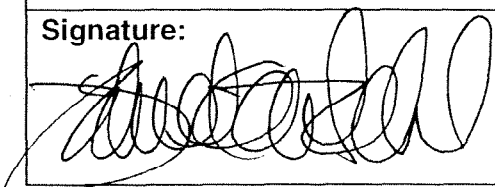
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To Whom Made:	Amount:	Date of Contribution:
None		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: Vice President Company: Ricondo & Associates, Inc.	Date: March 27, 2003

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

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Discretionary Contracts Disclosure***

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State "Not Applicable" for questions that do not apply.

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Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract:

Pamela Bain, as President of Bain Medina Bain, Inc.

(2) the identity of any business entity that would be a party to the discretionary contract:

Bain Medina Bain, Inc. would be the sole business entity for this contract.

and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

and the name of:

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

Not Applicable

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

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- 3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Not Applicable

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly or indirectly to any current or former member of City Council, and candidate for City Council, or to any political action committee that contributes to City Council Elections, by any individual or business entity whose identity must be disclosed under (1), (2), or (3) above. Indirect contributions by an entity include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
David Carpenter	\$140.00	April 2001
CECPAC	\$360.00	March 2001
Friends of Ed Garza and Nelson Wolff	\$150.00/each	September and October 2002
Friends of Bonnie Conner, Robert Tejeda, Carroll Schubert, Bobby Perez, Toni Moorehouse, Lyle Larson, David Carpenter, Julian Castro, Paul Elizondo and Enrique Barrera	\$50.00/each	July thru October 2002

Disclosure in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Rx Date/Time MAR-27-2003(THU) 12:37

P. 004

MAR-27-03 WED 12:43

P. 04


City of San Antonio
Discretionary Contracts Disclosure*

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Signature: 	Title: President Company: Bain Medina Bain, Inc.	Date: January 6, 2003

Rx Date/Time

MAR-31-2003(MON) 09:35

2103542964

P. 002

-03 MON 11:05 AM XIMENES & ASSOCIATES

FAX NO. 2103542964

P. 02/03

City of San Antonio

Discretionary Contracts Disclosure*

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For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, any individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

(2) the identity of any business entity that would be a party to the discretionary contract;

Ximenes & Associates

and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract.

Ximenes & Associates - Linda Ximenes

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract.

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Political Contributions

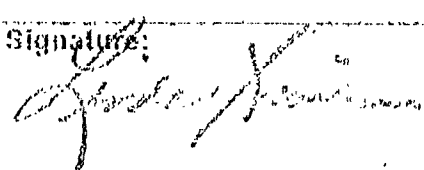
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To Whom Made:	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: President Company: Ximenes & Associates	Date: 3/28/03

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

City of San Antonio Discretionary Contracts Disclosure*

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(1) the identity of any individual who would be a party to the discretionary contract.

(2) the identity of any business entity that would be a party to the discretionary contract and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract.

Proforma Sweet Promotions
Patricia A. Grant, Owner
6502 Bandera Rd, Ste 100
San Antonio, TX 78238

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract.

N/A

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

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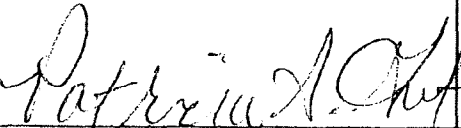
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To Whom Made:	Amount:	Date of Contribution:
N/A	N/A	N/A

Disclosures in Proposals

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Signature: 	Title: Owner Company: Sweet Promotions dba Proforma Sweet Promotions	Date: 3/28/03

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City of San Antonio Discretionary Contracts Disclosure*

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(1) the identity of any individual who would be a party to the discretionary contract;

Not Applicable

(2) the identity of any business entity that would be a party to the discretionary contract;
Lizbeth Davila Sahni
and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract;

Professional Service Industries, Inc.
Three Burwood Lane
San Antonio, Texas 78216

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

Not Applicable

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract;

Not Applicable

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

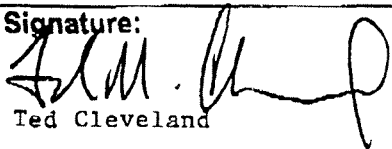
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To Whom Made:	Amount:	Date of Contribution:
AGC PAC	\$280.00	October 2001

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question¹ as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:  Ted Cleveland	Title: Vice President Company: PSI	Date: March 27, 2003

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✓

PROFESSIONAL SERVICES CONTRACT

PLANNING SERVICES

(Revised May, 2003)

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

CONTRACT FOR

LAND USE AND DEVELOPMENT STUDY

FOR

SAN ANTONIO INTERNATIONAL AND STINSON MUNICIPAL AIRPORTS

SECTION 1

This Agreement made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "City" and

**Llewelyn-Davies Sahni
1990 Post Oak Boulevard, Suite 1200
Houston, Texas 77056-3812**

hereinafter termed "Consultant", said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by said Consultant for planning services hereinafter set forth in connection with the above designated Project for the City of San Antonio.

I. PURPOSE STATEMENT

- A. The purpose of this CONTRACT is for CONSULTANT to develop as a minimum, Identifying airport environs and subject area, analyzing existing zoning and land uses, identifying land-use management measures to include preventive and remedial techniques, providing sound level reduction design requirements for residents within the subject area, analyzing the feasibility, benefits and drawbacks of establishing an Airport Awareness Zone, developing restrictions applicable to aircraft noise/land use both compatible/non-compatible uses, considering Federal Aviation Administration (FAA) standards for the design of airport and surrounding facilities impose further constraints on development, identifying Navigational Aid critical areas off airport, identifying requirements in Federal Aviation Regulation Part 77, developing a public awareness program to explain the plan and the airport operating environment, developing a land acquisition plan to aid in development of the Airport's Master Plan and the proposed ultimate build out.
- B. In consideration for the compensation herein described, CONSULTANT shall render the professional services necessary for completion of the Project.
- C. The Aviation Director (hereinafter "Director"), with CONSULTANT'S concurrence, may make revisions to the Scope of Work, which do not substantially increase CONSULTANT'S work or result in increased fees.
- D. The CITY and CONSULTANT agree that, as additional services may become necessary, the CITY has the right to request such services either from CONSULTANT or from another qualified firm, as a sub-consultant or under separate contract.
- E. The Consultant shall not commence work on this proposed Project until being thoroughly briefed on the scope of the project and has been notified in writing to proceed. The scope of the project and the Consultant's services required

shall be reduced by the Consultant to a written summary of the scope meeting and included as a product of this Agreement. Should the scope subsequently change, either the Consultant or the City may request a review of the anticipated services, with an appropriate adjustment in fees.

- F. The Consultant, in consideration for the compensation herein provided, shall render the following professional services necessary for the development of the Project to completion, as acceptable to the Director of Public Works, or his duly authorized representative, hereinafter termed "Director", subject to other provisions of this Agreement.

II. **CONSULTANT shall perform its obligations hereunder in accordance with the "Scope of Work," as detailed in Appendix "C"**

- A. **STANDARD OF PERFORMANCE.** CONSULTANT'S services hereunder shall be performed or furnished in accordance with the care and skill ordinarily used by members of CONSULTANT'S profession, practicing under same or similar circumstances, time and locality. CONSULTANT makes no warranties, expressed or implied, hereunder or otherwise, in connection with its services.

1. Modifications to the "Scope of Work" may be made only upon prior written approval of both the CITY, acting by and through the Director, and, except regarding a reduction in scope, CONSULTANT.
2. The Director shall be the CITY'S representative in connection with this Project. CONSULTANT periodically shall conference with the Director, or his representative, to ensure that the Project benefits fully from their experience and knowledge of existing needs and facilities, and is consistent with current policies and standards. In order to assist CONSULTANT, the Director shall make available, at no cost to CONSULTANT, other data in his possession, relative to existing facilities and this Project. All such information shall remain CITY property and be delivered thereto, upon the Director's request.

III. **Period of Service**

- A. This CONTRACT shall commence ten (10) days following adoption of an ordinance by the CITY, authorizing same. The CONTRACT terms may be extended solely at the CITY'S option, acting by and through the Director. The CONTRACT shall terminate upon the CITY'S written acceptance of services rendered, unless extension or earlier termination occurs pursuant to the provisions hereof.
- B. CONSULTANT shall complete the work hereunder, in accordance with Appendix B or C.
- C. The parties recognize that it is necessary for work to proceed on several tasks concurrently and agree that CONSULTANT shall proceed with work tasks, as authorized by the Director, and set forth in the "Scope of Work."
- D. CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, regulations or any other causes beyond its reasonable control. Within thirty (30) days from the occurrence of any such event, CONSULTANT shall provide a written request to the Director for an extension hereunder, specifying the estimated time therefore. Upon mutual agreement of the parties regarding such extension, if any, a written memorandum shall be executed by the Director and CONSULTANT, detailing the nature and duration thereof.
- E. If the City elects to discontinue the Consultant's effort at the end of any task for any reason (see Section 1, VIII), the total time expended up to that time will be charged against the total allowable time in the same manner as if no delay or suspension had occurred. However, if circumstance dictates, the Director may authorize extra calendar days or make adjustments to the Project Schedule, as he deems necessary to complete the Scope of Services.

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IV. Coordination with the City.

- A. The Consultant shall hold periodic meetings in accordance with the provisions contained in Appendix C with the Director or his representatives to the end that the Project as developed shall have the full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist the Consultant in this coordination, the City shall make available for the Consultant's use in planning the Project all existing plans, maps, statistics, computations and other data in its possession relative to existing facilities and to this particular Project at no cost to the Consultant. However, any and all such information shall remain the property of the City and shall be returned if instructed to do so by the Director.
- B. The Director will act on behalf of the City with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Consultant's services.
- C. The Director will give prompt written notice to the Consultant whenever the Director observes or otherwise becomes aware of any deficiencies in the Consultant's services, or any development that affects the scope or timing of the Consultant's services.
- D. City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the completion of the Project. The Consultant will provide the City reasonable assistance in connection with such approvals such as the furnishing of data compiled by the Consultant pursuant to other provisions of the contract, but shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this contract.

V. Fee Schedule

For and in consideration of the services to be rendered by the Consultant in this Agreement, the City shall pay and the Consultant shall receive the fee set forth in attachment hereto which is made a part hereof and identified as Exhibit 1.

VI. Revisions

The Consultant shall submit task product documents at the end of each task (where applicable) for review by the City, in accordance with Appendix B and C. The City will provide comments related to the task product documents which the Consultant shall incorporate into the task product document. The submittal of the revised task product document shall signify the completion of the task.

VII. Ownership of Documents

All records, data, finished or unfinished reports, studies, charts, schedules, documents, surveys or other appended documentation, pertaining to or generated as a result of this CONTRACT, shall, upon completion hereof, become CITY property. It is understood that the CITY shall have free access to all such information, with the right to make and retain copies of reports and all other documents and data.

VIII. Termination and/or Suspension of Work

A. Right of Either Party to Terminate

This Agreement may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Agreement.

The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party. Upon receipt of such written notice of termination, the party in receipt shall have a period of ten (10) days to cure any failure to perform under this Agreement. Upon the completion of such ten day period commencing upon receipt of notice of termination, if such party has not cured any failure to perform, such termination shall become effective.

B. Right of City to Terminate

The City of San Antonio reserves the right to terminate this Agreement for reasons other than substantial failure by the Consultant to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice and upon the scheduled completion date of the performance task in which Consultant is then currently working, whichever effective termination date occurs first.

C. Right of City to Suspend Giving Rise to Right of Consultant to Terminate

The City of San Antonio reserves the right to suspend this Agreement at the end of any task for the convenience of the City by issuing a signed, written notice of suspension (citing this paragraph) which shall outline the reasons for the suspension and the duration of the suspension but in no way will guarantee the total number of days of suspension. Such suspension shall take effect immediately upon receipt of said notice of suspension by the Consultant (effective date of suspension).

The Consultant is hereby given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) days. Consultant may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the City after the expiration of one hundred twenty (120) days from the effective date of the suspension. Termination (under this paragraph) shall become effective immediately upon receipt of said written notice by the City.

D. Procedures Consultant to follow upon Receipt of Notice of Termination

Upon receipt of a notice of termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant shall immediately begin the phase-out and the discontinuance of all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of such notice of termination (unless Consultant has successfully cured a failure to perform) the Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. The City shall have the option to grant an extension to the time period for submittal of such statement.

Copies of all completed or partially completed work and reproducibles of all completed or partially completed reports prepared under this Agreement prior to the effective date of termination shall be delivered to the City as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII above.

Upon the above conditions being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less previous payments of the fee.

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

E. Procedures Consultant to Follow upon Receipt of Notice of Suspension

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

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

Copies of all completed or partially completed work prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the City but shall be retained by the Consultant until such time as Consultant may exercise the right to terminate.

2. In the event that Consultant exercises the right to terminate thirty (30) days after the effective suspension date, within thirty (30) days after receipt by the City of Consultant's notice of termination, Consultant shall submit the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

Additionally, any documents prepared in association with this Agreement shall be delivered to the City as a pre-condition to final payment.

Upon the above conditions being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less previous payments of the fee.

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

IX. Consultant's Warranty

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Contract, and that he has not for the purpose of soliciting or securing this Contract paid or agreed to pay any company or person, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VIII above.

X. Equal Employment Opportunity/Minority Business Advocacy

The Consultant agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment; and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, the Consultant agrees to abide by all applicable provisions of the Nondiscrimination Clause and the Small Business Economic Development Advocacy Program as contained in the City of San Antonio's current Affirmative Action Plan on file in the City Clerk's Office. In the event non-compliance occurs, the Consultant, upon written notification by the City, will commence compliance procedures within thirty (30) days.

XI. TITLE VI ASSURANCES. During the performance of this CONTRACT, CONSULTANT, for itself, its assignees and successors in interest (hereinafter, collectively, "CONSULTANT") agrees as follows:

- A. **Compliance with Regulations.** CONSULTANT shall comply with the Regulations of the Department of Transportation (hereinafter "DOT"), Title 49, CFR Part 21, regarding nondiscrimination in federally-assisted programs, as they may be amended from time to time (hereinafter "Regulations"), and which are made a part hereof by reference.
- B. **Nondiscrimination.** The CONSULTANT, with regard to the work hereunder, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate, directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the CONTRACT covers a program set forth in "Appendix B" of the Regulations.
- C. **Solicitations for subcontractors, including procurements of services.** CONSULTANT'S solicitations, either by competitive bidding or negotiation, made for work to be performed under a sub-contract, shall include a

notification, to each potential subcontractor, of CONSULTANT'S obligations hereunder, and the Regulations regarding nondiscrimination on the grounds of race, color or national origin.

- D. **Nondiscrimination** – The CONSULTANT, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree: (1) that no person, on the grounds of race, color, creed, national origin, political ideas, sex, age, or physical or mental handicap, shall be otherwise subjected to discrimination in the **PERFORMANCE OF THIS CONTRACT**; (2) that in the furnishing of services, no person on the grounds of race, color, national origin, creed, political ideas, sex age, or physical or mental handicaps, shall be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination; (3) that the CONSULTANT shall comply with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- E. **Sanctions for Noncompliance.** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this **CONTRACT**, the CITY shall impose such **CONTRACT** sanctions as it or the Federal Aviation Administration (hereinafter "FAA") may deem appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the **CONTRACT** until the CONSULTANT complies; and/or
 2. Cancellation, termination, or suspension of the **CONTRACT**, in whole or in part.
- F. **Incorporation of Provisions.** CONSULTANT shall include the provisions of Paragraphs A through E, above, in every subcontract pertaining to this Agreement, including procurements of materials and leases of equipment issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement, as the sponsor or the FAA may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, a subcontractor or supplier as a result of such direction, CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY. Additionally, CONSULTANT may request the U.S. to enter into such litigation to protect the interests of same.

XII. Disadvantaged Business Enterprise (hereinafter "DBE") Assurances.

- A. **Policy.** It is the Policy of the Department of Transportation (hereinafter "DOT") that DBE'S, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts financed, in whole or in part, with federal funds. Consequently, such requirements of 49 CFR Part 23, shall apply hereto, if federal funds are expended hereunder.
- B. **DBE Obligation.** CONSULTANT agrees to ensure that DBE'S have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds. Should federal funds be provided hereunder, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that DBE'S have the maximum opportunity to compete for and perform contracts. CONSULTANT shall not discriminate on the basis of race, color, national origin, sex, physical disability or veteran status in the award and performance of DOT-assisted contracts.
- C. **Sanctions for Noncompliance.** CONSULTANT understands that the failure of CONSULTANT, or a sub-consultant performing work hereunder, to carry out the requirements set forth in Paragraphs A and B, above, shall constitute a breach of **CONTRACT** and, after notification by the CITY, may result in termination of thereof by the CITY or such remedy as the CITY deems necessary.

Inclusion in Subcontracts. CONSULTANT shall insert in each of its subcontracts pertaining to this Agreement, this "DBE Policy" and a clause requiring its sub-consultants to include this same policy in any lower tier subcontracts which they may enter into, together with the clause requiring the inclusion of this policy in any further subcontract that may, in turn, be made. This policy shall not be incorporated by reference

XIII. Assignment or Transfer of Interest

The Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of the City.

XIV. Insurance Requirements

- A. Prior to the commencement of any work under this CONTRACT, CONSULTANT shall furnish a completed Certificate of Insurance to the CITY's Public Works Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The CITY shall have no duty to pay or perform under this CONTRACT until such certificate shall have been delivered to the CITY's Public Works Department and the City Clerk's Office, and no officer or employee shall have authority to waive this requirement.
- B. The CITY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the CITY allow modification whereupon the CITY may incur increased risk
- C. A CONSULTANT's financial integrity is of interest to the CITY, therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence except professional liability basis, by companies authorized and admitted to do business in the State of Texas and rated A - or better by A.M. Best Company and/or otherwise acceptable to the CITY, in the following types and amounts.

1. Workers' Compensation ** Employers' Liability **	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General (Public) Liability Insurance to include coverage for the following: a. Premises operations *b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Explosion, collapse, underground *g. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage \$50,000
3. 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
4. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages

	by reason of any act, malpractice, error or omission in professional services.
* If Applicable	
** Alternate Plans Must Be Approved by Risk Management	

- D. The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions, if such coverage is reasonably available at commercially reasonable rates. (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). CONSULTANT 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 in Section 12.6 herein within 10 days of the requested change. CONSULTANT shall pay any costs incurred resulting from said changes.
- E. CONSULTANT agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.
- Name the CITY and its officers, employees, and elected representatives as additional insurers 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 and employers' liability policy will provide a waiver of subrogation in favor of the CITY.
- F. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by CITY, CONSULTANT shall notify the CITY of such and shall give such notices not less than thirty (30) days prior to the change, if CONSULTANT knows of said change in advance, or ten (10) days notice after the change, if the CONSULTANT did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at the following address:
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|---|---|
| <p>City of San Antonio
 Aviation Department
 9800 Airport Boulevard
 San Antonio, Texas 78216</p> | <p>City of San Antonio
 City Clerk's Office
 P.O. Box 839966
 San Antonio, Texas 78283-3966</p> |
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- G. If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have, and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon CONSULTANT'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof. (Note: This is not applicable to Tenants.)
- H. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this agreement.

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- I. It is agreed that CONSULTANT'S insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.

XV. INDEMNIFICATION

- A. CONSULTANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS the CITY and its elected officials, employees, officers, directors and representatives, 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 CONSULTANT'S activities under this CONTRACT, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMAND, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE, IN ANY PART, FROM THE NEGLIGENCE OF THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR REPRESENTATIVES, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall promptly advise the CITY, in writing, of any claim or demand against the CITY or CONSULTANT, known to CONSULTANT, related to or arising out of CONSULTANT'S activities hereunder and shall see to the investigation and defense of such claim or demand at CONSULTANT'S cost. The CITY shall have the right, at its option and expense, to participate in such defense without relieving CONSULTANT'S obligations hereunder.

It is the EXPRESS INTENT of the parties hereto that the INDEMNITY provided for in this Section is an INDEMNITY extended by CONSULTANT to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a contributory cause of the resultant injury, death or damage. CONSULTANT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF, AND IN THE NAME OF, THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death or damage, for which this INDEMNITY shall apply, as set forth above.

- B. CONSULTANT shall advise CITY in writing within 24 hours of any claim or demand against CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this AGREEMENT.
- C. The provisions of this section 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.
- D. Acceptance of the reports by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the documents and work prepared by said CONSULTANT, its employees, subcontractors, and agents.

XVI. Severability

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs of this contract but shall be confined in its operations to the specific section, sentences, clauses or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance shall not affect or prejudice in any way the validity of this contract in any other instance.

XVII. Estimates of Cost

Consultant's opinions of probable Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional but the Consultant cannot and does not guarantee that cost will not vary from opinions of probable Cost prepared by Consultant.

XVIII. Interest in City Contracts Prohibited

No officer or employee of the City shall have a financial interest, directly or indirectly, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, the City Water Board, and City boards and commissions other than those which are purely advisory.

All Consultants must disclose if they are associated in any manner with a City Official or employee in a business venture or business dealings. Failure to do so will constitute a violation of the City's Ethics Ordinance (#76933). To be "associated" in a business venture or business dealings Includes being in a partnership or joint venture with the officer or employee, having a contract with the officer or employee, being joint owners of a business, owning at least 10% of the stock in a corporation in which a city officer or employee also owns at least 10%, or having an established business relationship as client or customer.

XIX. Entire Agreement

This Agreement represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant.

XIV. CHANGES AND AMENDMENTS

- A. Except as otherwise provided herein, any alterations, additions, or deletions to the terms hereof shall be by written amendment, executed both by the CITY and CONSULTANT, and evidenced by passage of a subsequent CITY ordinance.
- B. The parties understand and agree that changes in local, state and federal rules, regulations or laws, applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be incorporated automatically into this CONTRACT, without written amendment hereto, and shall become a part hereof, as of the effective date of the rule, regulation or law. Any modifications to CONSULTANT'S services, required as a result of such change, shall be an additional service, compensable at the hourly rates set forth herein.
- C. It is expressly understood and agreed that CONSULTANT is and shall be deemed to be an independent consultant and operator, responsible to all parties for its respective acts or omissions, and that the CITY shall in no way be responsible therefore.
- D. For purposes of this CONTRACT, all official communications, bills and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified, postage prepaid, to the addresses set forth below:

CITY

AVIATION DEPARTMENT

City Clerk
City of San Antonio
2nd Floor – City Hall
P. O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
ATTN: Barbara Prossen
9800 Airport Blvd.
San Antonio, Texas 78216-9990

Llewelyn-Davies Sahni
1990 Post Oak Boulevard, Suite 1200
Houston, Texas 77056-3812

XVIII. LAW APPLICABLE

This CONTRACT shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created herein are performable in Bexar County, Texas.

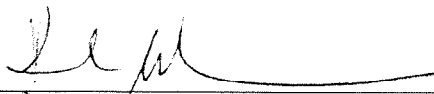
XXI. LEGAL AUTHORITY

CONSULTANT'S signatory to this CONTRACT represents, warrants, assures and guarantees that he has full legal authority to execute this CONTRACT on behalf of CONSULTANT and to bind CONSULTANT to all of the terms, conditions, provisions and obligations herein contained.

IN WITNESS WHEREOF, the City of San Antonio has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Consultant, acting by the hand of Randhir Sahni thereunto authorized President, does now sign, execute and deliver this document.

DONE at San Antonio, Texas, on this _____ day of _____, A. D. 20_____.

BY _____


President

Official Title

CITY OF SAN ANTONIO

BY _____

City Manager

ATTEST BY:

APPROVED AS TO FORM:

City Clerk

City Attorney

APPENDIX "B"

PROFESSIONAL SERVICES CONTRACT

PROJECT SCHEDULE

Project: Land Use And Development Study for San Antonio International and Stinson Municipal Airports

Consultant: Llewelyn-Davies Sahni

	<u>SCHEDULED</u>	<u>ACTUAL</u>
Task 3:		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>48</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days
	<u>SCHEDULED</u>	<u>ACTUAL</u>
Task 4:		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>20</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days
	<u>SCHEDULED</u>	<u>ACTUAL</u>
Task 5:		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>62</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days
	<u>SCHEDULED</u>	<u>ACTUAL</u>
Task 6:		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>34</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

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	<u>SCHEDULED</u>	<u>ACTUAL</u>
Task 7:		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>55</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

	<u>SCHEDULED</u>	<u>ACTUAL</u>
Task 8:		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>62</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

	<u>SCHEDULED</u>	<u>ACTUAL</u>
Task 9:		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>55</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

	<u>SCHEDULED</u>	<u>ACTUAL</u>
Task 10:		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>90</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

	<u>SCHEDULED</u>	<u>ACTUAL</u>
Task 11:		
Beginning Date:	_____	_____
Completion Date:	_____	_____
Calendar Days Used:	<u>83</u> Days	_____ Days
City Review & Approval:	_____ Days	_____ Days

BY: _____

Randhir Sahni

President
OfficialTitle

APPENDIX "C"

PROFESSIONAL SERVICES CONTRACT SCOPE OF SERVICES

INTRODUCTION

The objective of the Airport Land Use Compatibility/Development Study is to ensure that a comprehensive plan on a variety of land controls is developed for both Airports that meet the goals for compatibility, consistent with the Federal Aviation Administration directives and the grant assurances.

The scope of work will consist of the following tasks:

1. Establish Project Organization / Management Plan
2. Conduct Project Kick Off
3. Collect and Analyze the Data Base
4. Assess Airport Considerations
5. Environmental Considerations
6. Define FAA Requirements
7. Research and Review Comparable Projects
8. Prepare a Land Acquisition Plan for Noise Mitigation and Future Development
9. Develop Land Use Alternatives
10. Identify Implementation Tools Including Zoning Ordinance
11. Recommend a Development Plan
12. Hold Neighborhood and Stakeholder Meetings (Public Participation Plan)
13. Inform Officials (Public Awareness Program)
14. Establish Project Web Site
15. Set up Format for Electronic Documentation & Coordination
16. Attend Meetings with City of San Antonio Project Manager and Other Officials
17. Review Products

General Conditions: The project is scheduled for completion within 11 months, exclusive of City review for each task. From the start date, the project start-up period is up to 2 weeks after the contract is signed by City of San Antonio representatives, allowing time for sub-contract negotiations.

For the purpose of this document, the Director as defined in Section I of the Contract, will be responsible for:

- Scheduling and managing all Consultant coordination and formal meetings with any and all public/private agencies (refer to Task 16 for a definition of formal meetings).
- Receiving and distributing 8 black and white draft summaries of findings for each task, (where identified,) to the designated Officials for review and comments. If additional meetings are needed or scheduled by the Director to review information in person, additional funds will be approved when meeting is requested (refer to Task 16 for travel expenses and labor costs).
- Collecting and compiling resultant comments in an agreed-upon format from the Officials and sending them to the Consultant, so as not to delay necessary actions and revisions for subsequent tasks. If no information is received at the end of the review period, the Consultant will assume that no comments were made.

The Consultants for this job will be the Llewelyn-Davies Sahni team members directed through a project coordinator, responsible for each assigned task.

Task 1: Project Organization & Management

All meeting dates for all tasks will be identified during sub-task 1.2.7 and updated monthly to allow the Director to schedule formal meetings well in advance (refer to Task 16 for a definition of formal meetings). These dates should be maintained to meet with the project schedule, as well as the project budget.

1.1 Following the contract award, the Consultant will work with the designated Director to "fine tune" the project communications, in terms of delivery as well as reporting processes. A work session with City representatives identified by the Director will be scheduled during which the project schedule, activities, and decision milestones will be outlined and discussed in detail. This session will aid in establishing an understanding of project expectations. In addition, a management information system for tracking progress and decisions will be established for use during the project duration.

1.2 The objective of this phase of work is to clearly define the project tasks and related assignments for Consultant team members and the client group. It will include the following steps:

- 1.2.1 Review assignment of activities with Director
- 1.2.2 Refine project activities into detailed task analysis
- 1.2.3 Define task responsibilities and expectations
- 1.2.4 Identify and confirm information sources
- 1.2.5 Establish overall schedule, work plan, and billing format
- 1.2.6 Review work plan with Director for agreement
- 1.2.7 Schedule meetings and presentations for internal phases of work
- 1.2.8 Review critical path factors
- 1.2.9 Identify lines of communications for ongoing project management
- 1.2.10 Convert schedule into milestones
- 1.2.11 Update schedule/scope

In addition to this phase of organization, the project, as well as product delivery, will be reviewed monthly for appropriate adjustments.

Task 2: Conduct Kick Off

2.1 Project kick off will be a one-day session that will include items listed in Task 1, followed by schedule meetings with key agencies that will be involved in the project process. This session will be attended by members of the Consultant team and those representing public as well as private interests as will be identified by the Director. This effort will be scheduled and coordinated by the Director with support provided by the Consultant team.

Task 3: Collect and Analyze the Data Base

3.1 Prepare base map using the latest census data for Bexar County, Property Zoning for the City of San Antonio, and Land Use based on Bexar Appraisal District assessment. The Consultant will develop an electronic base map to be used as the primary planning tool for subsequent tasks. This data is available in MapInfo or Arc-View formats and will be provided by the City of San Antonio when requested by the Director. Included on the base map as overlays will be the 1998 noise contours developed in the approved NCP (NEM 2004) and the limits of the Airport Awareness Zones.

3.2 Once complete, the Consultant shall coordinate and review with the Director of the City of San Antonio, and other agencies to establish the accuracy and acceptability of this "current" base map. Data shown on the base map shall be confirmed for accuracy through a comparison to the current zoning maps, aerial photography provided by the City of San Antonio and limited field verification (wind shield survey) to ensure that the data is accurately presented.

3.3 Using the completed "current" base map, the Consultant shall analyze the existing zoning and land uses. Based on this analysis the Consultant will develop the initial study area defined as that area within the 65 LDN. This area shall be extended to logical geographic and or demographic features as defined in Tasks 2 and 7.

- 3.4 The consultant shall define compatible and incompatible land uses using the initial study area. Compatible land uses where appropriate shall be excluded from further study.
- 3.5 The Consultant shall obtain and review existing City of San Antonio zoning ordinances, subdivisions regulations, building codes, land use and transportation plans, and other documentation pertaining to land use management in the initial study area.
- 3.6 Review community plans/needs as provided by the planning agencies. Said agencies will be identified by the Director of the City of San Antonio and contacted by the Consultant to obtain information concerning existing and planned land uses in the vicinity of the Airports for areas likely to be affected by the Airport's acquisition of properties. This task will include meetings, interviews and/or telephone contact with local planning officials at the beginning, during and at the end of the project to further determine political and development concerns. In addition, offices of City Council members for District 3, 9 and 10 will be kept informed by the Consultant.

Task 4: Assess Airport Considerations

- 4.1 Once the initial study area has been delineated and approved, aviation-related uses followed by non-aviation uses will be identified. Effort will be expended to identify land use constraints and other considerations, using the Airport Master Plan, FAR Part 150 Noise Compatibility Study, and other aviation related studies, but not including the EIS study. These studies will be obtained from the City of San Antonio and its Aviation Department. This information will be used to identify and document land use compatibility. This effort will result in the identification of the highest and best use of the land, giving highest priority to aviation-related uses.
- 4.2 Using the base map prepared in Task 1, land acquisition requirements will be identified. This will include and require accommodation of the planned facilities, as well as those required to protect the operational surfaces of the runways, including Runway Protection Zones (RPZ), building restriction lines, sterile areas for facilities, equipment, NAVAIDs, and other criteria established by the FAA to protect the operational mission of the airport will be designated on the base map.

Task 5: Environmental Considerations

- 5.1 The Consultant will conduct a limited environmental site assessment (ESA) in general accordance with ASTM E 1527-00 on limited property for the proposed noise study or expansion areas. The purpose of this limited ESA is to identify potential environmental concerns associated with cost and possible clean up of the proposed acquisition areas only. The consultant will be responsible for providing the following services:
- 5.1.1 Obtain and review environmental regulatory database records for each of the areas in accordance with the 2000 American Society for Testing and Materials (ASTM) requirements. Consultant will be responsible for identifying potential concerns within and adjacent to the proposed acquisition areas. These concerns shall include but not limited to former/active gasoline stations, industrial facilities spill incidents, automotive junkyards, landfills and refueling facilities. The information provided shall also include the type of concern, known impact to the environment, and current status of facility.
 - 5.1.2 Obtain and review the local landfill database and maps for suspect or known landfills within each area. Sites identified within or adjacent to proposed acquisition areas shall include type, size, content disposed, permits status, ownership, and age of landfill if this information is readily available.
 - 5.1.3 Conduct a limited visual site inspection on each of the areas. This limited visual site inspection should identify the potential environmental concerns identified in the regulatory database review and other potential environmental concerns not noted in the review. Other potential environmental concerns may include but not limited to illegal dumping, spills or leakage of drums, underground storage tanks, water wells, or septic tanks.
 - 5.1.4 Provide a report of the findings of this limited ESA. This report will identify the potential environmental concerns identified in each area. This report shall include maps indicating the locations of these concerns.

Identify costs associated with an additional environmental assessment (Phase II) if required on each property that is identified for acquisition for either noise or expansion projects.

The scope of work and fees for this task will be negotiated based the results of the land acquisition identified for both the noise and expansion projects. An allowance for this work has been established and is identified in Exhibit 1 of this contract.

Task 6: Define FAA Requirements

- 6.1 Pertinent and applicable FAA requirements shall be researched for use in the identification of land for acquisition to meet the needs of noise compatibility.
- 6.2 FAA review and approval procedures will be identified.
- 6.3 Direct contact by the Consultant shall be established with FAA Southwestern Region and TxDOT
- 6.4 The Consultant shall review and summarize all FAA Orders and Regulations that govern the disposition of surplus airport land. In particular, the Consultant shall assess the applicability and requirements of FAA Order 5190.6A, Airports Compliance Requirements. The Consultant shall prepare a summary of applicable compliance requirements. This subtask will assist in defining the potential limitations on the reuse of land acquired with FAA funds. Options related to sale verses lease, aviation verses non-aviation use, and types of restrictions on use of land will be reviewed. Methods of disposition of proceeds will be identified and documented.

Task 7: Research and Review of Comparable Projects

- 7.1 Using industry sources, such as AAAE and ACC, the Consultant shall identify 3 US airports that have had successful (or pertinent unsuccessful) redevelopment programs. The Consultant shall select two airports with the circumstances most similar to those of San Antonio International Airport and Stinson Municipal Airport to further research.
- 7.2 The Consultant, in coordination with the Aviation Department, shall develop a survey instrument that will be used to survey the finalist U. S. airports. This instrument will be designed to draw information from the airports that will be used in development, marketing, management alternatives, and implementation plans. This survey instrument will also elicit comments and advice pertaining to problems and special issues encountered in the re-use of land parcels that have been acquired with FAA funds for non-aviation purposes.
- 7.3 Using industry contacts and other development materials, the City of San Antonio Aviation Department shall identify two representative projects (non-airport) that would provide useful information and comparative data to the Consultant. Contact with project representatives will be made by the Consultant to identify key elements related to development planning and implementation including:
 - Type of development, location, developer, and pertinent data
 - Management structure
 - Financing, plan/feasibility study/revenue projection and methodology
 - Marketing plan/collateral materials
 - Information related to location, program elements, and public/private sector coordination requirements
 - Economic impacts to general project area
- 7.4 Based on the research and findings, the Consultant shall write discretionary guidelines describing, appropriate goals, objectives and strategies to be used at San Antonio International and Stinson Municipal Airports. These guidelines will serve as template to develop alternatives that best suit the unique market of the San Antonio area and environs of both airports.

Task 8: Prepare a Land Acquisition Plan for Noise Mitigation and Future Development

- 8.1 Using the base map and initial study area developed in Tasks 1 & 2 and the results of other previous tasks, including the assessment of airport expansion needs, the Consultant shall identify opportunities to acquire property for the development of

airport use or redevelopment and resell by providing types of development and their market acceptability. The initial study area shall be modified to include those tracts of land outside the initial study area boundary, which would logically be included due to geographical considerations (streets, railroads, out-tracts,) and demographic and land use reasons. Land acquisition shall be divided into two categories: Airport Expansion and Noise Mitigation.

- 8.2 For Airport Expansion, the Consultant shall evaluate the various methods of acquiring the property. Consideration shall be given to schedule of acquisitions, current vs. future costs giving consideration to possible increase in development over time, potential funding sources, land use and revenues from purchased land until developed for airport use.
- 8.3 Priorities for acquisitions shall be established for each tract and shall be based on the forgoing considerations using discounted cash flow analysis. This will include a methodology to evaluate land purchase(s) out of priority sequence shall be developed giving consideration to include but not limited to, present value and land use, future value and land use, revenue generation and FAA participation.
- 8.4 For noise mitigation, the Consultant shall develop a number of potential scenarios for redevelopment by providing the best possible return for the investment.
- 8.5 A summary of findings will be presented in a working paper after the study listed above is completed. Findings shall include:
 - Level of land absorption by year.
 - Characteristics of likely land-users, their requirements including the foreign trade zone areas and land-use intensity.
 - Land value per acre for each land-use type, consistent with the characteristics identified for tenant types and competitive offerings in the marketplace.
 - A matrix of potential land takedown by land-use, maximizing land value considerations.

Task 9: Develop Land Use Alternatives

- 9.1 The Consultant shall identify land use management issues in the modified study area based on consultations with the Airport Staff and the City of San Antonio Planning Department, and based on comments raised at previous public workshops during the Part 150 Update and during the development of City of San Antonio Neighborhood Plans. An effort will be made to consider all key land use issues in the vicinity of both airports, including those related to noise compatibility as well as general development.
- 9.2 Based on the analysis done in Task 2, the Consultant shall identify land-uses most compatible with airport-related functions and environs. The Consultant shall also identify and describe any other planned or ongoing development projects in the general surrounding vicinity of the airports that might compete with, or complement the functions of the airport. In addition, the Consultant shall investigate and develop a list of other land-uses desirable for policy reasons such as accommodation of airport vendors and tenant types that may pay less than market value but are desirable to serve citywide development objectives and/or are required at the airport location. The list of land use candidates for desirable uses will be identified by the coordinated and facilitated by the Project Manager and all meetings will be scheduled and approved in advance by the Director.
- 9.3 Research and document the evaluation of relevant land use management techniques that could potentially be applied within the airport perimeters and their immediate vicinities. These techniques shall include possible changes in existing zoning districts, creation of new zoning classification, modification of other development regulations, land acquisition and building codes.
- 9.4 The Consultant shall develop criteria to evaluate alternative techniques for reducing adverse social/economic impacts and for assessing cost of implementation, political acceptability, feasibility of implementation, and impacts on existing comprehensive planning process. The product will be subject to review by the City Attorney.
- 9.5 The Consultant will meet with local planning officials and elected City of San Antonio officials to discuss and receive input related to the land use management techniques identified in the preceding task for each airport and develop criteria to evaluate the techniques.

- 9.6 In consultation with Airport Staff and City of San Antonio Planning officials, the Consultants will define the issues that will guide future land uses and development in the environs of the airports. The environs of the airports are identified in the Airport Master Plans. Attention will be given to the role of compatible land use in place in the areas of expansion as identified in the Airport Master Plans.

Task 10: Identify Implementation Tools Including Zoning Ordinance

- 10.1 Land use management techniques will be applied to the entire study area and a detailed evaluation will follow.
- 10.2 The Consultant will develop an evaluation matrix for analysis of land use tools. The purpose of a decision matrix is to assist in the identification of the preferred/recommended land use plan(s). The matrix will list in the left hand column the alternative programs, including the existing conditions, while across the top row the various evaluation factors will be listed. To the extent possible, the intersection of the evaluation factors and the rows will be completed using quantitative data, which permits an easier ranking, of the concepts. Where quantitative data is not available, the evaluation will include qualitative factors. Specific subtasks include:
- 10.2.1 Consulting with the City Attorney to ensure that the required due process is followed when the local planning bodies and legislative authorities review and adopt the zoning ordinances.
- 10.2.2 Developing new draft zoning maps and related text for each airport to accommodate changes based on their respective land use plan. The new maps will be prepared on paper and digital formats selected for compatibility with those of the City of San Antonio Aviation Department and the City of San Antonio Planning Department.

Task 11: Recommend a Development Plan

- 11.1 The Consultant will prepare specific recommendations for the Land Use, Development and Zoning Plan that will provide guidance for development implementation of zoning and noise mitigation within the study area. Key elements of the plan shall include:
- 11.1.1 The final base map, which overlays:
- 10.1.1.1 Land acquisition for airport development
 - 10.1.1.2 Land acquisition for noise mitigation
 - 10.1.1.3 Ordinance Impact Zone
 - 10.1.1.4 Building Code Impact Zone
- 11.1.2 Proposed Building Code Requirements
- 11.1.3 Proposed Zoning Ordinance
- 11.1.4 Land Acquisition Schedule, Costs and Priorities
- 11.1.5 Priority Assessment Methodology
- 11.2 The Consultant will assemble the plans package in a format suitable for inclusion in the City of San Antonio's final development plans package subject to any modifications and codifications that shall be undertaken by the City Attorney.
- 11.3 All documentation will be in AutoCAD to meet the norms used by the City of San Antonio Aviation Department.

Task 12: Public Participation Program

The client will make available resources related to facilities and other attendant costs to facilitate neighborhood, stakeholder and other meetings in this task. This cost includes, but is not limited to, press releases, public announcements, refreshments, equipment rental, rental of meeting facility, other unanticipated costs, et cetera.

- 12.1 San Antonio International Airport: For citizen participation in the planning process, there will be two neighborhood meetings held from the east and west residential neighborhoods that are within the "study area" as identified for existing or potential adverse impact, such as noise and/or traffic from the San Antonio International

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Airport. The first meeting for each of the two neighborhoods will be held in the early stages of the planning process, which will be prior to finalizing the Land Acquisition Plan (Task 8) and the Land Use Alternatives (Task 9). The second round of neighborhood meetings will be held after the completion of a preliminary draft of the Recommended Development Plan (Task 11). Public issues identified from the first round of neighborhood meetings will be addressed to the maximum extent possible in finalizing the Land Acquisition Plan and the Land Use Alternatives. Citizen input from the second round of meetings will lead to final revisions in the recommended Development Plan, especially, but not limited to, the components addressing possible zoning changes and other implementation tools as recommended.

- 12.2 Stinson Field: For the planning process as it relates to Stinson Field, there are not readily defined residential neighborhoods, but there are residents and other stakeholders, such as the National Park Service, who have vital interests in the Stinson Field study area. Thus there will be a series of interviews of stakeholders in the impacted or potentially impact area to be defined as the "study area". Approximately eight (8) stakeholders as identified by the City will be interviewed by the Consultant. There will be one meeting with the eight (8) stakeholders in the early stages of the process (Task 8 and 9), and a second meeting with the same stakeholders before final revisions to the recommended Development Plan as it pertains to Stinson Field.
- 12.3 Prior to final adoption of new zoning within the study areas, additional public hearings must be held by the City as required by law in order to hear all citizens desiring to be heard on the proposed zoning changes. These statutory zoning hearings are outside the Consultants' scope of work as provided herein, but could be added at a later time by mutual agreement.

Task 13: Public Awareness Program

All of the formal meetings in this task will be coordinated and scheduled by the Director.

- 13.1 The Consultant will present the final approved Land Use, Development and Zoning Plans to various community groups, city agencies, boards and committees in order to fully disclose the intent of the plan and the impacts within the study area. The Consultant shall participate in these formal presentations, which include the following entities:
- Management Team Review
 - City Council "B"
 - Airport Noise Abatement Advisory Committee
 - Neighborhood Associations (4)
 - Planning Commission
 - Zoning Commission
 - Council Members for Districts 3, 9, and 10
- 13.2 The Consultant shall coordinate with the City of San Antonio Planning Department preparation of appropriate presentation material including handouts and material displayed on the Web site. This material will describe in detail the purpose and recommendations of the plan.

Task 14: Establish Web Site

- 14.1 The San Antonio International Airport has an established web site. The Consultant will provide San Antonio International Airport with a link (URL) to the consultant's page and/or pages where current San Antonio International Airport Land Use Development Study information is displayed.
- 14.2 Routine updates during the course of the project will provide interested citizens with current information, which has been deemed suitable for upload to the website. The client, prior to web site upload will review all information. Expected milestones for updates during the project will include:
- Project kick off
 - Schedule
 - Completion of specific tasks
 - Dates/Announcements of meetings

- Handouts from meetings
- Minutes from meetings
- Executive Summary Brochure (PDF format of entire summary)

- 14.3 Presentations made at public meetings will be optimized for website implementation. This involves optimizing graphics, text, and animation for quick download, and cross platform readability.

Task 15: Electronic Documentation and Coordination

- 15.1 This task is primarily to ensure that all documentation produced during the project is formatted and produced using a compatible technology that will be determined by the user group.

Background data such as maps, demographics etc. are usually found in a variety of electronic formats, as well as hard copies. All the data, to be used during the project will be assimilated into a standard format and electronic media for the duration of the project. All hard copy documentation, for which no electronic versions exist, will be scanned to file. The final documentation will be delivered to the client as hard copy and Adobe PDF file on CD for future printing.

Any CAD/GIS documentation in ArcView or DWG format will be delivered to the client as hard copy, and as CAD/GIS file type of the client's choice, i.e. DWG or ArcView.

Task 16: Attend Formal Meetings with City of San Antonio Director and Other Officials

Formal meetings are defined as any review meeting or presentation for which elected officials, council or committee members, agency or client representatives are present. Formal meetings also include all public participation and awareness meetings with neighborhood groups and stakeholders.

Informal meetings are defined as any inter-team coordination, information dissemination or management meeting with a sub-consultant. All meetings require 8 man-hours, which include 2 hours of pre/post preparation and a 2-hour meeting for 2 people.

Estimated number of formal and informal meetings, per task:

Task 1	3
Task 2	6
Task 3	1
Task 4	2
Task 5	0
Task 6	2
Task 7	1
Task 8	3
Task 9	2
Task 10	2
Task 11	2
Task 12	6
Task 13	8
Task 14	1
Task 15	1
Total	<hr/> 40

Task 17: Review Product

- 17.1 The Consultant will submit for review to the Project Manager tasks and products, as they become available. A 2-week review time is scheduled for all major submissions. Final product shall be a bound report which includes all findings and recommendations, maps and exhibits relating to the plan and other related documents which are identified during the planning process.

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES

LUMP SUM METHOD

SECTION 1 – Basis of Compensation

The total fee for all basic services defined by this contract is to be lump sum in the amount of \$ 392,871.00 plus approved fees for services relating to Environmental (\$50,000.00) and Extra Meetings (\$25,000.00) identified below as allowances, the sum total not to exceed \$467,871.00 and it is agreed and understood that this amount will constitute full compensation to the Consultant for these services. This amount has been approved and appropriated by the San Antonio City Council for expenditure under this contract. Unless and until the City sees fit to make further appropriations, the obligation of the City to the Consultant for a Total Fee for all basic services and approved allowances in connection with this Agreement cannot and will not exceed the sum of \$467,871.00 without further amendment to this contract.

For the purpose of establishing fees for separate tasks, the following allocations of the scheduled fees apply:

<u>TASK</u>	<u>TOTAL FEE</u>
1	\$ 54,654.00
2	\$ 15,040.00
3	\$ 29,808.00
4	\$ 18,341.00
6	\$ 17,353.00
7	\$ 32,669.00
8	\$ 49,049.00
9	\$ 20,801.00
10	\$ 23,696.00
11	\$ 28,829.00
12	\$ 36,116.00
13	\$ 35,491.00
14	\$ 11,667.00
15	\$ 19,357.00
Total Basic Services	\$392,871.00
Allowances	
Environmental	\$ 50,000.00
Extra Meetings	\$ 25,000.00
Total Contract	\$467,871.00

SECTION 2 – Changes

The consultant and the City acknowledge the fact that the Total Fee amount contained in Section 1 above has been established, predicated upon the total estimated costs of basic services to be rendered under this contract. For additional services, if the scope of services is changed materially, compensation shall be subject to renegotiation.

SECTION 3 – Methods of Payment

The consultant and the City agree and acknowledge the fact that payment will be made on approved invoices reflecting the work completed and accepted for the various tasks. The Consultant may, upon written authorization from the Director, request partial payments for work performed for the various tasks upon the furnishing of satisfactory evidence of the partial completion of the work.

REVISED BUDGET
FUND NO. 26-058, PROJECT NO. 058077
LAND USE/DEVELOPMENT STUDY

<u>INDEX NUMBER</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REVISION</u>	<u>REVISED BUDGET</u>
	<u>REVENUES</u>			
073734	FAA GRANT 3-48-0192-40-01	\$0.00	\$400,000.00	\$400,000.00
130450	TRANSFER FROM FUND NO. 51-013150	\$0.00	\$100,000.00	\$100,000.00
	TOTALS	\$0.00	\$500,000.00	\$500,000.00
	<u>EXPENDITURES</u>			
489450	PLANNING CONTRACT	\$0.00	\$467,871.00	\$467,871.00
489468	PLANNING CONTINGENCY	\$0.00	\$20,000.00	\$20,000.00
489518	ADMINISTRATIVE EXPENSES	\$0.00	\$12,129.00	\$12,129.00
	TOTALS	\$0.00	\$500,000.00	\$500,000.00

FUND ONLY
INDEX CODE: 000503

ACTIVITY NO. 33-02-01

930859 TRANSFER OUT FROM FUND NO. 51-013150