AN ORDINANCE 2007 - 11 - 29 - 1200

RATIFYING A \$410,137.75 AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH 3D INTERNATIONAL, INC. (3D/I), FOR ADDITIONAL DESIGN SERVICES FOR SECURITY AND ACCESS CONTROL ASSOCIATED WITH THE TERMINAL AND AIRFIELD SECURITY AND CHECKPOINT CCTV PROJECTS AT SAN ANTONIO INTERNATIONAL AND STINSON **MUNICIPAL** AIRPORTS. APPROPRIATING FUNDS AND TRANSFERRING UNALLOCATED **PROJECT'S** AND APPROPRIATIONS WITHIN THE **BUDGET:** AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH BOOZ ALLEN HAMILTON, INC. FOR AN ENVIRONMENTAL ASSESSMENT AND NOISE STUDY IN THE DEDUCTIVE AMOUNT OF \$220.679.00 AND REAPPROPRIATING THE AVAILABLE FUNDS TO THE 3D/I CONTRACT.

* * * * * *

WHEREAS, on May 29, 2003, by Ordinance 97709, City Council authorized a Professional Services Agreement with 3D/I to provide Architectural and Engineering services in connection with the New Terminal Expansion Project at the San Antonio International Airport ("Original 3D/I Agreement"); and

WHEREAS, on May 6, 2004, February 2, 2006, June 29, 2006, December 14, 2006, and May 31, 2007, the City Council approved Additional Service Requests in order to procure additional design services from 3D/I in connection with the New Terminal Expansion Project at the San Antonio International Airport and to provide for additional compensation; and

WHEREAS, in the Capital Program, the City has identified a need to replace the airport security access control and video surveillance systems which were originally installed in 1992, to design and install updated security equipment and software, to accommodate all required Transportation Security Administration (TSA) security reporting requirements, integrate CCTV, and achieve technological compatibility other security and building functions; and

WHEREAS, the Aviation Department requested the additional services and approved ASR No. 27 for such services as set out in a proposal letter by 3D/I and dated 9-20-07; and

WHEREAS, it is now necessary to amend the Original 3D/I Agreement (as amended by Amendment Nos. 1, 2, 3, 4 and 5) to further expand the scope to acquire such security design and installation services and provide for additional compensation; and

WHEREAS, on September 25, 2003, by Ordinance No. 98197, City Council authorized a professional services agreement with the engineering firm of Booz, Allen and Hamilton (BAH) in connection with the performance of an Environmental Impact Study ("EIS") for the San Antonio International Airport ("Original BAH Agreement"); and

WHEREAS, the City has agreed to increase the Phase 3 value by \$54,400.00 in exchange for BAH extending administrative overhead to November 30, 2007, providing the Taxiway R Surface Water Assessment Report, and completing all public hearing duties including printing of documents and brochures for a Phase 3 fee total of \$378,825; and

WHEREAS, the Aviation Department has identified significant cost savings as a result of the reduced scope of environmental assessment services in the BAH contract and now wishes to make a final adjustment of the contract fee to reflect a reduction of \$220,679.00 for a revised total contract sum of \$2,095.612.00 and to release the surplus funds for use in the 3D/I contract; and

WHEREAS, both 3D/I and BAH have agreed to an amendment of their contracts; NOW THEREFORE,

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

SECTION 1. The City Manager or her designee is authorized to execute an Amendment to Professional Services Agreement with 3D/International for Architectural and Engineering Services, in a form substantially similar to the document set out in Attachment I, to further amend the scope of the Original 3D/I Agreement, as amended, to incorporate the services included in ASR No. 27 in an amount not to exceed \$410,137.75.

SECTION 2. The City Manager or her designee is also authorized to execute an Amendment to the Professional Services Agreement with Booz Allen Hamilton, in a form substantially similar to the document set out in Attachment II, for a revised contract sum not to exceed \$2,095,612.00.

SECTION 3. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00205, Terminal and Airfield Security, shall be revised by decreasing SAP WBS Element 33-00205-01-02-01 entitled Parsons Transportation Group, SAP GL Account 5201040, by the amount of \$36,494.29.

SECTION 4. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00205, Terminal and Airfield Security, shall be revised by decreasing SAP WBS Element 33-00205-01-02-02 entitled Parsons Contingency, SAP GL Account 5406530, by the amount of \$39,340.00.

SECTION 5. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00205, Terminal and Airfield Security, shall be revised by decreasing SAP WBS Element 33-00205-05-07 entitled Unallocated Appropriations, SAP GL Account 5406530, by the amount of \$1,591,525,82.

SECTION 6. The budget in SAP Fund 51099000, SAP Project Definition 33-00205, Terminal and Airfield Security, shall be revised by decreasing SAP WBS element 33-00205-90-01 entitled Trf Fr I/O# 13300000024, SAP GL account 6101100 – Interfund Transfer In, by the amount \$1,870,391.00.

SECTION 7. The amount of \$1,870,391.00 is reverted in SAP Fund 26058000, Federal Aviation Administration, SAP Internal Order# 13300000024, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00205-90-01. The amount of \$1,870,391.00 is authorized to be transferred from SAP Fund 45099000.

SECTION 8. The amount of \$42,777.64 is appropriated in SAP Fund 51016000, Stinson Airport Improvements & Contingency, SAP WBS AV-00008-01-01-08, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00205-90-03. The amount of \$42,777.64 is authorized to be transferred to SAP Fund 51099000.

SECTION 9. The budget in SAP Fund 51099000, SAP Project Definition 33-00205, Terminal and Airfield Security, shall be revised by increasing SAP WBS element 33-00205-90-03 entitled Trf Fr AV-00008-01-01-08, SAP GL account 6101100 – Interfund Transfer In, by the amount \$42,777.64.

SECTION 10. The amount of \$570,391.00 is appropriated in SAP Fund 26058000, Federal Aviation Administration, SAP Internal Order # 133000000025, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00205-90-01-02. The amount of \$570,391.00 is authorized to be transferred to SAP Fund 51099000.

SECTION 11. The budget in fund 51099000, SAP Project Definition 33-00205, Terminal and Airfield Security, shall be revised by increasing SAP WBS Element 33-00205-90-01-02 entitled Trf Fr I/O# 133000000025, SAP GL Account 6101100 – Interfund Transfer In, by the amount \$570,391.00.

SECTION 12. The amount of \$410,137.75 is appropriated in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00205, Terminal and Airfield Security, SAP WBS Element 33-00205-01-03-01, entitled 3DI - Glover & Associates, SAP GL Account 5201040, and is authorized to be encumbered and made payable, for fees to professional contractors.

SECTION 13. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by decreasing SAP WBS Element 33-00118-01-02 entitled BAH, SAP GL Account 5201040, by the amount of \$220,679.00.

SECTION 14. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by decreasing SAP WBS Element 33-00118-01-03 entitled BAH Contingency, SAP GL Account 5406530, by the amount of \$120,000.00.

SECTION 15. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by decreasing SAP WBS Element 33-00118-01-04 entitled Planning Administration, SAP GL Account 5201040, by the amount of \$20,000.00.

SECTION 16. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by decreasing SAP WBS Element 33-00118-01-05 entitled Unallocated Appropriations, SAP GL Account 5406530, by the amount of \$538,709.00.

SECTION 17. The budget in SAP Fund 51099000, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by decreasing SAP WBS element 33-00118-90-04 entitled Trf Fr AV-00002-01-01-19, SAP GL account 6101100 – Interfund Transfer In, by the amount \$238,134.00.

SECTION 18. The amount of \$238,134.00 is reverted in SAP Fund 51007000, Airport System 2001 Construction Fund, SAP WBS AV-00002-01-01-19, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00118-90-04. The amount of \$190,000.00 is authorized to be transferred from SAP Fund 51099000.

SECTION 19. The budget in SAP Fund 51099000, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by decreasing SAP WBS element 33-00118-90-04 entitled Trf Fr AV-00002-01-01-19, SAP GL account 6101100 – Interfund Transfer In, by the amount \$238,134.00.

SECTION 20. The amount of \$238,134.00 is reverted in SAP Fund 51007000, Airport System 2001 Construction Fund, SAP WBS AV-00002-01-01-19, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00118-90-04. The amount of \$190,000.00 is authorized to be transferred from SAP Fund 51099000.

SECTION 21. The budget in SAP Fund 51099000, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by decreasing SAP WBS element 33-00118-90-03 entitled Trf Fr I/O# 133000000049, SAP GL account 6101100 – Interfund Transfer In, by the amount \$1,271,631.00.

SECTION 22. The amount of \$1,271,631.00 is reverted in SAP Fund 26058000, Federal Aviation Administration, SAP Internal Order 133000000049, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00118-90-03. The amount of \$1,271,631.00 is authorized to be transferred from SAP Fund 51099000.

SECTION 23. The budget in SAP Fund 51099000, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by decreasing SAP WBS element 33-00118-90-01 entitled Trf Fr AV-00006-01-01-82, SAP GL account 6101100 – Interfund Transfer In, by the amount \$476,268.00.

SECTION 24. The amount of \$476,268.00 is reverted in SAP Fund 51013000, Capital Improvements Funds, SAP WBS AV-00006-01-01-82, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00118-90-01. The amount of \$476,268.00 is authorized to be transferred from SAP Fund 51099000.

SECTION 25. The amount of \$516,254.00 is appropriated in SAP Fund 51014000, PFC Capital Improvement Fund, SAP WBS AV-00007-01-01-22, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00118-90-05. The amount of \$516,254.00 is authorized to be transferred to SAP Fund 51099000.

SECTION 26. The budget in SAP Fund 51099000, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by increasing SAP WBS element 33-00118-90-05 entitled Trf Fr AV-00007-01-01-22, SAP GL account 6101100 – Interfund Transfer In, by the amount \$516,254.00.

SECTION 27. The amount of \$570,391.00 is appropriated in SAP Fund 26058000, Federal Aviation Administration, SAP Internal Order #133000000012, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 33-00118-90-02. The amount of \$570,391.00 is authorized to be transferred to SAP Fund 51099000.

SECTION 28. The budget in fund 51099000, SAP Project Definition 33-00118, Environmental Impact Statement, shall be revised by increasing SAP WBS Element 33-00118-90-02 entitled Trf Fr I/O# 133000000012, SAP GL Account 6101100 – Interfund Transfer In, by the amount \$570,391.00.

SECTION 29. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 30. This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 29th day of November, 2007.

0 R

PHIL HARDBERGER

ATTEST: Villue M

APPROVED AS TO FORM: Ker City Attorney

Page 1 of 1

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CMS or Ordinance Number: CN4600000617

TSLGRS File Code:1000-25

Document Title: CONT - A Professional Services agreement with 3D/International to provide services in connection with theNew Terminal Expansion Project at SAIA.

Commencement Date: 9/18/2003

Expiration Date: 12/31/2008

> Attachment I (Amendment No. 6 to the 3D/I Contract)

> Attachment II (Amendment of the Booz Allen Hamilton Contract)

219 East Houston Street, Suite 350 San Antonio, Texas 78205-1801 Telephone 210/227-2500 Fax 210/227-9704 http://www.3di.com

ADDITIONAL SERVICES REQUEST

September 14, 2007

Mr. Thomas G. Wendorf City of San Antonio, Director of Public Works San Antonio, TX RECEIVED SEP 1 7 2007

Carter & Burgess, Ina.

Re: Additional Services Request No. 27: Airport-Wide Access Control and Video Surveillance Security Consulting and Engineering Services New Terminal Expansion Program San Antonio International Airport Project No. 444098AS27

Dear Mr. Wendorf:

Please refer to the Agreement dated May 29, 2003 between the City of San Antonio ("City") and 3D/International ("Consultant") hereinafter called the "Agreement" pursuant to which Consultant is to perform certain services. The Consultant understands that Carter & Burgess ("Program Manager) has been retained to provide management services to assist the City in the development of the design and construction strategies. The terms, which are defined in the

- The Aviation Department, Interim Planning & Engineering Manager has requested additional services associated with the development of a security assessment program document and design required for the replacement of existing airport-wide access control and video surveillance systems. The proposed work will be done in four phases, as follows:
 - Security Programming/Needs Assessment
 - Video Surveillance System Technical Documents

Agreement, shall have the same meanings when used in this letter.

- Video Surveillance System On-Call Technical Procurement Services
- Video Surveillance System Pre-Construction and CA Services
- 2. The overall scope of the proposed work is set forth in a proposal from Glover & Associates, marked as Exhibit 1 and attached.
- Pursuant to Article VI of the Agreement referencing "additional compensation to Consultant," 3D/I requests approval of the following additional services that are not a part of the Agreement for Basic Services.

3D/I

EXHIBIT I

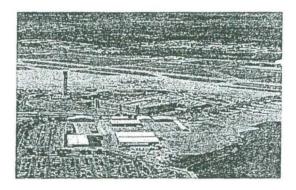
Security Consulting and Engineering Services

For

Development of a Security Assessment/Program Document

And

Engineering Consulting Services for New Video Surveillance System



SAN ANTONIO INTERNATIONAL AIRPORT AND STINSON MUNICIPAL AIRPORT

Prepared By



GLOVER & ASSOCIATES, INC. 215 Estates Drive, Suite Three Roseville, CA 95678 916-786-3552 www.gloverinc.com

August 1, 2006 (Revised)

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1.0 INTRODUCTION

Glover & Associates, Inc. (Glover) proposes to provide the following services:

- 1. "Phase 1" work (refer to May 1, 2006 Glover Proposal for Phase 2 and 3 work, which is not addressed in this proposal) which includes a Security Needs Assessment for San Antonio International Airport (SAT) and Stinson Municipal Airport (SSF).
- Prepare technical exhibits and performance specifications and provide technical design and construction oversight services for the installation of a Video Surveillance System at SAT. These services are referred herein as "Phase 1a" work.

2.0 PHASE 1 – SECURITY PROGRAMMING/NEEDS ASSESSMENT

Phase I – Security Programming/Needs Assessment: This phase involves project startup, evaluating applicable systems information, documenting security design criteria in a design report/master plan format, and participating in project related presentations.

- a. Task 1 Project Startup. Glover will collect data and establish essential communications' protocols including:
 - 1) Collect and distribute existing conditions documents The body of the documents, which will support the Team's review of existing conditions at the airport, must be collected and distributed to key project team members. This information ranges from macro- to micro-level information including, but not be limited to, the Airport Master Plan and Airport Layout Plan, "As-built" architectural and engineering documents for the site and building infrastructure, tenant agreements, operational and employment policies, reports such as the approved Airport Security Program, and any completed blast analysis reports. These materials will both inform as well as familiarize team members who will subsequently complete site assessments and/ or conduct interviews with primary airport stakeholders.
 - 2) Team kick-off meeting, project management plan From a management standpoint this first task would include an overall team kick-off meeting. Roles and responsibilities will be defined and communicated, communications protocols will be established and a process for decisionmaking determined. It is important that the team establish preliminary goals and objectives and confirm project deliverables with key Airport representatives to establish a supportive and efficient working relationship.
- b. Task 2 Investigation and Findings. Review all project related documents and identify existing conditions pertaining to security subsystems, related interfaces, monitoring/control, and emergency power provisions.

Proposal for San Antonio International Airport

August 1, 2006 (Revised)

Prepared by Glover & Associates, Inc.

Glover

- Conduct tours of SAT and Stinson Municipal Airport (SSF) to identify existing conditions applicable to current security practices, including systems and related interfaces
- Participate in meetings and discussions with designated SAT and SSF representatives to identify and determine current and future operational and systems requirements
- 3) Identify applicable codes, standards, and regulatory requirements.
- Task 3 Evaluation and Assessment. Evaluate system design approach and cost impacts including:
 - 1) Identify appropriate and individual physical and electronic security requirements, including interfaces and alternatives.
 - Determine engineering and installation requirements and technological/equipment alternatives, including integration features, and ensure that aesthetics is considered.
 - 3) Estimate applicable equipment and installation costs, taking the various alternatives into consideration.
- d. Task 4 Develop Assessment/Program Document. Prepare and transmit a security programming and assessment document that delineates specific and recommended security system provisions, installation requirements and alternatives. This document will serve as a deliverable and include:
 - Design narrative that identifies the applicable security operations, design criteria, technological and equipment alternatives, and related equipment and installation requirements.
 - Security system equipment/installation cost estimates for implementing each recommendation and alternative.
 - 3) Implementation time lines that serve to identify and support current requirements and future capital development activities.
- e. Task 5 Final Presentation. Participate in security coordination meeting(s) with SAT and SSF representatives to present and discuss proposed security measures, alternatives, and implementation/design requirements.
- **NOTE**: This Phase 1 work is a precursor to Phase 2 and 3 work. The Phase 2 and 3 work will provide the design and installation oversight required to implement the recommended changes resulting from Phase 1 assessment work.

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August 1, 2006 (Revised)

Page 2

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3.0 PHASE 1a - VIDEO SURVEILLANCE SYSTEM CONSULTING SERVICES

Phase 1a – Technical Specifications Development: This phase includes the development of the technical documents (drawings and specifications) to be used as part of a procurement process for a Video Surveillance System. The work is based on an expedited schedule for each task. Changes to schedule will potentially impact the scope of work and fees.

- a. Task 1 Technical Documents (3 weeks). This task includes the development of design documents for the Video Surveillance System, anticipated to be funded by Transportation Security Administration (TSA). Work includes:
 - 1) Prepare system block diagrams for the video surveillance system.
 - Prepare a preliminary design specification including:
 - a) IT Infrastructure and network requirements
 - b) Networked Digital Video surveillance system provisions
 - c) Security system monitoring and control provisions
 - d) Operational/installation requirements
 - e) System requirements including system configuration requirements, performance requirements, functional requirements
 - Equipment specs for IP Cameras, Network Video Recorder (NVR) servers and storage, Layer 3 Network switches, equipment racks, supervisor consoles.
 - 3) Prepare drawing plans and drawing details for system.
 - Prepare a rough order-of-magnitude (ROM) cost estimate based on preliminary design documents.
 - Note: Procurement documents provided include only technical sections and do not address Terms and Conditions.
- d. Task 2 On Call Technical Services (6 weeks). During the procurement phase, Glover shall perform on call technical review and oversight services as directed. These include such activities as:
 - 1) Responses to technical questions
 - 2) Review any submitted documents
 - 3) Participate in site walk-throughs
 - 4) Provide other technical support and review services as requested.
- e. Task 3 Pre-Construction and Construction Administration Services (16 weeks estimated). This task is directed towards providing assistance during the system final design and installation period that includes reviewing and responding to Requests for Information (RFIs) and submittals and reviewing invoices. This work effort also includes conducting site visits during the design and construction period to monitor and inspect designs, performance and compliance with the documents. The Glover representatives will also participate in system commissioning, and final acceptance activities and staff training. The activities would include:

Proposal for San Antonio International Airport

August 1, 2006 (Revised)

- 1) Participate in project related kick-off meeting and future progress meetings.
- 2) Respond to Requests for Information (RFIs) and review equipment and installation submittals.
- 3) Review design documents and provide appropriate responses.
- 4) Monitor schedule compliance and security system cut over requirements.
- 5) Assist with the processing of applicable design change notices as required
- 6) Monitor and inspect installation to ensure compliance with procurement documents (performance based drawings and specifications) and approved final design documents. Document findings and provide applicable recommendations.
- Develop requirements checklist and monitor factory acceptance testing to ensure compliance with procurement documents and approved final design documents.
- Participate in the commissioning and final acceptance activities associated with the security system(s) and related provisions, including applicable interfaces.
- Note: Construction administration related progress reports and onsite project management will be provided by others with applicable input from Glover.

CONFIDENTIALLY

All documentation in any form containing the required examinations, evaluations, and/or recommendations regarding security at San Antonio International Airport will contain Sensitive Security Information (SSI) that is controlled under the provisions of 49 CFR Part 1520 and that NO PART of such documentation containing SSI, examinations, evaluations, and/or recommendations may be released without the written permission of the Administrator of the Transportation Security Administration, Washington, DC 20590. It is understood that any unauthorized release may result in civil penalty or other action.

RECORDS AND RELEASE OF INFORMATION

In the course of service we will have access to certain SSI information, which is protected by Federal statute and regulation. We may also create and maintain records that contain SSI, such as examinations, evaluations, and/or recommendations that relate to aviation security. SSI is specifically defined in 49 CFR 1520.7. Our principals, employees and sub-consultants are subject to the duties and requirements imposed by 49 CFR Part 1520, Protection of Sensitive Security Information. As such, we will not publicly disclose SSI in any context, including litigation or pursuant to a state open records act request, without the advance approval of TSA as provided in 49 DFR Part 1520.

All records created that contain SSI shall be marked with the following legend:

WARNING: THIS DOCUMENT CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER THE PROVISIONS OF 49 CFR PART 1520. NO PART OF THIS DOCUMENT MAY BE RELEASED WITHOUT THE WRITTEN PERMISSION OF THE ADMINISTRATOR OF THE TRANSPORTATION SECURITY ADMINISTRATION, WASHINGTON D.C. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U. S. GOVERNMENT AGENCIES, PUBLIC AVAILABILITY IS DETERMINED UNDER 5 U.S.C. 552.

All correspondence relating to this project will be clearly labeled "To be opened by Addressee only under provisions of 49 CFR Part 1520"-

Proposal for San Antonio International Airport

August 1, 2006 (Revised)

GLOVER & ASSOCIATES, INC. SECURITY PROGRAMMING/NEEDS ASSESSMENT - INVOICE 01 SUMMARY DATE: AUGUST 1, 2006 (REVISED)

	PRINC	CIPAL	SR PROJE	CT MGR	PROJEC	TMGR	INGINEER	L ENC	JINEER T	ECH CA	DOPERAT	DR SE	CRETARY	T		
	RATE	\$70.20	RATE	\$62.17	RATE	\$62.17	RATE	\$62.17	RATE	\$58.16	RATE	\$28.08	RATE	\$20.06	TOTA	i.
LASK	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COS
fask 1: Project Startup (1 Weeks)		SO		\$0		\$0		\$0		\$0		\$0		\$0	ð	5
Initial Project Coordination	16	\$1,123	20	\$1,243	40	\$2,487	1	\$0		\$0		\$0	32	\$642	108	\$5,49
Collect and Distribute Existing Condition Does		\$0		\$0		\$0	16	\$995		\$0		\$0		\$0	16	\$99
Kick-Off Meeting	24	\$1,685		\$0	32	\$1,989	16	\$995	1	\$0		50		\$0	72	\$4,65
lask 2. Investigation and Finding (2 weeks)		\$0		\$0		\$0		50		\$0		\$0		\$0	0	\$
Site Investigation	16	\$1,123		\$0	16	\$995	64	\$3,979	32	\$1,861		\$0		\$6	128	\$7,95
Stakeholder meetings	24	\$1,685		\$0	32	\$1,989	40	\$2,487		50		\$0		\$0	96	\$6,16
Identify codes, standards, regulatory requirements		50	1	\$0	MANDERTOIN & 1341107101	\$0	16	\$995		\$0		\$0		\$0	16	\$995
ask 3: Evoluation and Assessment (2 weeks)		\$0	1	\$0		\$0		\$0	1	\$0		50		50	0	51
Security Requirements and Alternatives	24	\$1,685		\$0	32	\$1,989	64	\$3,979	40	\$2,326		\$0		50	160	\$9,98
Technology and Equipment Alternatives	16	\$1,123		50	24	\$1,492	72	\$4,476	24	\$1,396		\$0		\$0	136	\$8,48
General Equipment and Installation Cost for Alts	8	\$562		\$0	16	\$995	48	\$2,984	24	\$1,396		\$0		50	96	\$5,930
Firsk 4: Develop Assessment Program Document (2 weeks)	\$0		\$0		\$0		\$0	I	\$0		\$0		\$0	0	SI
Design Narrative (operations, criteria, alts, require	32	\$2,246	8	\$497	40	\$2,487	72	\$4,476	72	\$4,188	60	\$1,685		\$0	284	\$15,575
Cost Est, for Implementing Alts and Recommendation	16	\$1,123	8	\$497	24	\$1,492	48	\$2,984	24	\$1,396		\$0		\$0	120	\$7,49
haplementation Tune Line	16	\$1,123	16	\$995	24	\$1,492	48	\$2,984	16	\$931		\$0	16	\$321	136	\$7,840
Task 5. Final Presentation		\$0		\$0		\$0		\$0	1	\$0		\$0		50	0	SI
Security Program Coordination Meetings	24	\$1,685	16	\$993	40	\$2,487	24	\$1,492	8	\$465		\$0	32	\$642	144	\$7,760
TOTAL	216	\$15,163	68	\$4,228	320	\$19,894	528	\$32,826	240	\$13,958	60	\$1,685	80	\$1.605	1512	\$89,35
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											1	PRINTING			\$600	
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												TRAVEL			\$33,000	
												PER DIEM			\$6,000	

 REIMBURSIBLES
 S600

 PRINTING
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 PER DIE M
 \$6,000

 MICS2
 \$39,600

 REIMBURSIBLE TOTAL
 \$39,600

 TOTAL L&B 0/H AND REIMB
 \$242,141

 ONSULTANT TOTAL
 \$0

 S0
 \$0

GLOVER & ASSOCIATES, INC. VIDEO SURVIELLANCE SYSTEM TECHNICAL DOCUMENTS DATE: AUGUST 1, 2006

	PRINC	IPAL.	PROJEC	TMGR	ENGI	VEER	ENGINE	ER TECH	CAD OPI	RATOR	SECR	ETARY	SURVE	YCREW		
	RATE	\$70.20	RATE	\$62.17	RATE	\$62.17	RATE	\$58.16	RATE	\$28.08	RATE	\$20.06	RATE	\$20	ΤΟΤΑ	l.
ASK	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
lask 1. Dexign Development (3 Weeks)		50		\$0		\$0		\$0		\$0		\$0		\$()	0	\$0
Design and Project Coordination	8	\$\$62	16	\$995		\$0		SÒ		50		\$0		\$0	24	\$1,556
System Design Concept Development	8	\$562		\$0	16	\$995	16	\$931		\$0		\$0		\$0	40	\$2,487
Equipment Specs	2	\$140		\$0	24	\$1,492	16	\$931		\$0		\$0		\$0	42	\$2,563
System and General Tech Specs	2	\$140	I	\$0	36	\$2,238	16	\$931		\$0		\$0		\$0	54	\$3,309
System Drawings	2	\$140		\$0	40	\$2,487	28	\$1,628	40	\$1,123		\$0		\$0	110	\$5,379
Cost Estimate	2	\$140		\$0	8	\$497	6	\$349	1	50		\$0	1	\$0	16	\$987
Onsne Work		\$0		\$0	16	\$993	[\$0		\$0		\$0		\$0	16	\$993
FOTAL.	24	\$1,685	16	\$995	140	\$8,704	82	\$4,769	40	\$1,123	0	50	0	\$0	302	\$17,276
			Annunerennangel		And the second se		Announcement		And the second second			LABOR & BI	URDEN OVE	RHEAD	122%	\$21,881
												RE	IMBURSIB	LES		
												PRINTING	ì		\$660	
												MILEAGE				
												TRAVEL			\$1,600	
												PER DIEN	1		\$3.50	
												MISCI		****		
												MICS2				
												REIMBURS			\$2,550	\$2,550
												TOTAL L&	B O/H AND	REIMB		\$41,70
													CARACTER CONTRACTOR OF STREET,	PROFIT	10%	\$1,171
												C	ONSULTAN	ats.		
												CONSULT	ANT TOTAL		50	5
													10-10-10-10-10-195-195-195-195-19-10-10-10-10-10-10-10-10-10-10-10-10-10-		TOTAL	\$45,87

GLOVER & ASSOCIATES, INC.
VIDEO SURVIELLANCE SYSTEM ON CALL TECHNICAL PROCUREMENT SERVICES
DATE: AUGUST 1, 2006

	PRIN	CIPAL PROJECT MGR ENGINEER ENGINEER TECH CAD OPERATOR SEC				SECRI	ETARY	SURVEY	CREW							
	RATE	\$20.20	RATE	\$62.17	RATE	\$62.17	RATE	\$58.16	RATE	\$28.08	RATE	\$20.06	RATE	\$20	TOTA	L.
ASk	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COS
ask 2. On Call Technical Services (8 Weeks)	1	Sõ	1	\$0		\$0	1	\$0		\$0		\$0		\$0	0	5
Respond to RFTs		\$0		\$0	12	\$746	16	\$931		SO		\$0		\$0	28	\$1,67
Coordinate and Participate in Mtgs		SO	12	\$746	14	\$870	1	\$0		\$0		\$0		50	26	\$1,6
Provide Additional On Call Support	2	\$140	8	\$497	12	\$746	16	\$931	8	\$225		\$0		\$0	46	\$2.5
DTAL	2	\$140	20	\$1,243	38	\$2,362	32	\$1,861	8	\$225	ò	\$0	0	50	100	\$5,8
		-	Burry and the second		Barrelo and an and a state of the		Annual sectors and	La managana da	harmonic from the second	lennen mennen se		LABOR & BU	JRDEN OVER	HEAD	12786	\$7,31
												RE	IMBURSIBLI	es		
												PRINTING	i			
												MILEAGE				
												TRAVEL			\$800	
												PER DIEM	1		\$200	
												MISC1				
												MICS2				
													IBLE TOTAL		\$1,000	\$1.0
												TOTAL L&	B O/H AND F	EIMB		\$14.2
													PH	LOFIT	10%	\$1,4
												C	INSULTANT	\$		
												CONSULT/	NT TOTAL		50	
															TOTAL	\$15,6

· .

GLOVER & ASSOCIATES, INC. VIDEO SURVIELLANCE SYSTEM PRE-CONSTRUCTION AND CA SERVICES DATE: AUGUST 1, 2006

	PRINC	PRINCIPAL		PROJECT MGR		NEER	ENGINEI	RTECH	CAD OPERATOR		SECRI	TARY	SURVEY	Y CREW		
	RATE	\$70.20	RATE	\$62.17	RATE	\$62.17	RATE	\$58.16	RATE	\$28.08	RATE	\$20.06	RATE	\$20	TOTAL	
LASK	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COS
ask 3: Construction Administration Services (1-	6 Weeks Es	\$0		\$0		\$0		\$0		\$0	and the second date of second dates	\$0		\$0	0	50
Participate in initial Kickoff and Meeting	4	\$281	8	\$497		\$0		\$0		SO	0	\$120		50	18	\$895
Review and Respond to Design Submittals	8	\$562		\$0	32	\$1,989	12	\$698		50		\$0		50	52	\$3,249
Respond to RFI's	3	\$211	4	\$2.19	8	\$497	12	\$698	24	\$674		\$0		SO	51	\$2,328
Review and Respond to Equipment Submittals		\$0		\$0	12	\$746	12	\$698		\$0	************************	\$0		50	24	\$1,444
Monitor Contractor Cutover		\$0	16	\$995		\$0	1	\$0		\$0	************************	SU		SO	16	\$995
Assist with Change Notices		\$0	10	\$622		\$0		\$0		\$0		\$0		50	10	\$622
Monitor and Inspect Installation		\$0	1	\$0	32	\$1,989	16	\$931		50		\$ 0		\$0	48	\$2,920
Participate in Commission and Final Accept	ļ	\$0	12	\$746	20	\$1,243	12	\$698		50		\$0		\$0	- 14	\$2,687
101AL	15	\$1,053	50	\$3,109	104	\$6,466	64	\$3,722	24	\$674	6	\$120	0	\$0	263	\$15,14-
			Announce and the second	W/11.1101010101010101010101010	Bauarumana	*****	dimmer and the second sec	lanan kalu yerki tabula termilarin	Anthononymourned	hand the second s	han May Milling	LABOR & BI	URDEN OVER	RHEAD	127%	\$19,18
												REIMBURSIBLES		the bookstand and bookstand dealers and the		
												PRINTING			\$300	
												MILEAGE				
												TRAVEL			\$5.800	
												PER DIEM	[\$1,080	
												MISC1				
												MISC2				
												REIMBURS	IBLE TOTA	L	\$7.180	\$2,180
												TOTAL L&	BO/HAND	REIMB		\$41,501
													р	ROFIT	16%	\$4.150

CONSULTANTS
CONSULTANT TOTAL
S0
50
TOTAL
S4
50
50

San Antonio International Airport Expansion Program ASR 27 - Airport-Wide Access Control and Video Surveillance

	Security Programming/Needs Assess Architectural Support Services	ment			
	3D/I Personnel	Hours	Rate		Cos
Scope Architectural design interface	Principal	24	48.00	\$	1,152.00
with Avietion Department steff, program	Project Manager	32	50.00	55	1,500.00
manager and security consultant.	Project Architect	54	35.00	\$	1,890.00
	Architectural Intern	60	26 00	\$	1,560.00
	SUB-TOTAL			\$	6,202.00
	Labor Burden + Overhead		176%	\$	10,915.52
	SUB-TOTAL			\$	17,117.52
	Profil		10%	5	1,711.75
	TOTAL		\$	18,829.27	
	be Surviellance Systems Techinical Do	cumante			
• NC	Technical Documents	ouncits.			
	3D/I Personnel	Hours	Rate		Cost
Scope Architectural design interface	Principal	24	48.00	\$	1,152.00
with Aviation Department staff, program	Project Manager	24	50.00	Ş	1,200.00
nanager, security consultant and general	Project Architect	35.00	\$	1,120.00	
oordination	Architectural Intern	26 00	\$	832 00	
	SUB-TOTAL		\$	4,304.00	
	Labor Burden + Overhead	A THE A PART OF	176%	S	7,575.04
	SUB-TOTAL			\$	11,879.04
	Profit		10%	\$	1,187.90
	Printing Expense		5	380.00	
	TOTAL		\$	13,446.94	
	Video Surviellance System Technical Procurment Services				
	3D/I Personnel	Hours	Rate		Cost
Scope : Architectural design interface	Principal	4	48.00	5	192.00
with Aviation Department staff, program	Project Manager	2	50.00	\$	100.00
nanager and security consultant, RFI	Project Architect	4	35.00	5	140.00
rocessing and general coordination.	Architectural Intern	2	26.00	5	52.00
	SUB-TOTAL	and the second	CARD CALLS 1	\$	484.00
	Labor Burden + Overhead		176%	\$	851.84
	SUB-TOTAL			\$	1,335.84
	Profit		10%	\$	133.58
	Printing expense		\$	70.00	
	TOTAL			\$	1,539.42

Video Serviellance System				
Pre-Construction and CA Service:	5			
30/I Personnel	Hours	Rate		Cos
Principal	4	48.00	\$	192.00
Project Manager	2	50.00	5	100.0
Project Architect	12	35 00	S	420.0
Architectural Intern	8	25.00	\$	208.0
SUB-TOTAL			3	920.0
Labor Burden + Overhead		176%	\$	1,619.2
SUB-TOTAL			\$	2,539.2
Profit		10%	\$	253.9
TOTAL	1		5	2,793.1

Grand Total \$ 36,608.76

Scope. Architectural design interface with Aviation Department staff, program maneger and security consultant, RFI processing and general coordination.

3D/International

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR PLANNING SERVICES

Son con con

STATE OF TEXAS

COUNTY OF BEXAR

This Amendment To Professional Services Agreement ("Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its Aviation Director, and **BOOZ**, **ALLEN**, **HAMILTON**, **INC.** (hereinafter referred to as "Consultant" or "BAH"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, In 2003, a Professional Services Agreement in connection with the performance of an Environmental Impact Study ("EIS") for the San Antonio International Airport (hereinafter called the "Original Agreement"), was authorized pursuant to Ordinance No. 98197, dated September 25, 2003, was executed with BAH (Phase 1); and

WHEREAS, on September 16, 2004, by Ordinance No. 99720, the City Council authorized execution of an amendment to the Original Agreement accepting the estimated cost of Phase 2 services in the amount of \$1,634,560.00 (Phase 2) for a total contract fee of \$2,316,291.00; and

WHEREAS, on March 9, 2006, by Ordinance No. 2006-03-09-0307, the City Council authorized execution of an amendment to the Original Agreement reflecting a reduced scope of work in that the EIS was reduced in scope to an Environmental Assessment and increasing planning services by \$35,598.00 for updating the Noise Compatibility Program (Phase 3), but reserving the calculation of cost savings to a later date; and

WHEREAS, since March of 2006, the Aviation Department has identified cost savings in the budget associated with this project and now wishes to the adjust the contract fee to reflect actual costs and release surplus funds by amending the Agreement; and

WHEREAS, the City has agreed to increase the Phase 3 value by \$54,400.00 in exchange for BAH extending administrative overhead to November 30, 2007, providing the Taxiway R Surface Water Assessment Report, and completing all public hearing duties including printing of documents and brochures for a Phase 3 fee total of \$378,825; and

WHEREAS, BAH and the City now wish to adjust the total contract fee to reflect actual costs of all three phases and release surplus funds by amending the Agreement; and

WHEREAS, BAH has agreed to an adjustment of the total fee to reflect actual costs; NOW THEREFORE,

In consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement by and between the Parties is amended as follows:

1. **Amended Scope of Work**: The Scope of Work set out in the Original Agreement and all previous amendments is hereby amended to include:

a. Administrative Overhead from 12-01-06 to 11-30-07

b. Surface Water Assessment Report for Taxiway R

c. Printing of documents and brochures for public hearing;

2. **Revised Fee for Services**. The total fee for the Scope of Work as defined the Original Agreement and as amended by all previous amendments and this amendment is to be in an amount not to exceed \$2,095,612.00 and it is agreed and understood that this amount will constitute full compensation to BAH for all the work defined in the original Agreement and all previous amendments and this amendment. 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 the revised fee for all services in connection with the Scope of Work as amended by all previous amendments and this amendment cannot and will not exceed \$2,095.612.00 without further amendment to the Agreement.

3. All provisions of the Original Agreement that are not modified by this Amendment remain in full force and effect.

EXECUTED and AGREED to this the ______ day of ______

CITY: CITY OF SAN ANTONIO

Shervl Sculle

Gity Manager

CONSULTANT: BOOZ, ALLEN, HAMILTON, INC.

, 2008.

By: MOLLY VEINN Its: Vice President Federal Tax ID#: 36-25/3626

Approved:

City Attorney

ATTEST:

Clerk

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

STATE OF TEXAS § SCOUNTY OF BEXAR §

This Amendment To Professional Services Agreement (chronologically "Amendment No. 6") is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, and **3D INTERNATIONAL**("Consultant"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, on May 29, 2003, by authorized by Ordinance No. 97709, the City authorized execution of a Professional Services Agreement with Consultant to provide Architectural and Engineering design services in connection with the New Terminal Expansion Project at the San Antonio International Airport ("Original Agreement"); and

WHEREAS, on May 6, 2004, by Ordinance No. 999152, the City Council authorized execution of an amendment to the Original Agreement accepting Additional Service Request No. 3, to include additional surveying services and to provide for additional compensation ("Amendment No. 1"); and

WHEREAS, on February 2, 2006, by Ordinance No. 2006-06-02-0148, the City Council approved execution of an amendment to the Original Agreement, accepting nine (9) ASRs, to provide for preparation of design modifications and to provide for additional compensation ("Amendment No. 2"); and

WHEREAS, on June 29, 2006, by Ordinance No. 2006-06-29-0756, the City Council authorized execution of ASR #17, amending the Original Agreement to provide for the artists' final design development for the art enhancement projects for Terminals B and C, and to provide for additional compensation ("Amendment No. 3"); and

WHEREAS, on December 14, 2006, by Ordinance No. 2006-12-14-1377, the City Council authorized an amendment of the Original Agreement to include ASR Nos. 24, 25B, 25D, 26, 29, 30,31,32,35 and 36, to provide for design changes and to provide for additional compensation ("Amendment No. 4"); and

WHEREAS, on May 31, 2007, by Ordinance No. 2007-05-31-0608, the City Council authorized an amendment of the Original Agreement to include ASR Nos. 40A, 45, 56, 33, 34 and 50 and delegated amendment authority to the Aviation Director to administratively amend the agreement by incorporating ASR Nos. 39, 40B, 43, 49, and 58 in an aggregate amount not to exceed \$640,000.00 ("Amendment No. 5"); and

WHEREAS, the Aviation Department has requested additional security programming and design services for security, access control and CCTV systems for the San Antonio International Airport and Stinson Municipal Airport; and

WHEREAS, the Consultant provided the proposal attached to this amendment; and the Aviation Department has recommended acceptance of the proposal; and

WHEREAS, it is necessary to amend the Original Agreement (as previously amended by Amendment Nos. 1, 2, 3, 4 and 5 and other administrative actions) to further expand the scope to include additional services and provide for additional compensation; NOW THEREFORE,

In consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement (as previously amended by the Amendment Nos. 1, 2, 3, 4 and 5) by and between the Parties is further amended as follows:

1. **Amended Scope of Work**: The Scope of Work set out in the Original Agreement (as amended by the Amendment Nos. 1, 2, 3, 4 and 5 and other administrative actions) is amended by this Amendment No. 6 to include all of the services described in Additional Service Request No. 27, attached hereto as **Exhibit 1**.

2. Revised Fee for Services.

a. The total fee for the Additional Scope of Work as defined by this Amendment No. 6 is to be in an amount not to exceed \$410,137.75 and it is agreed and understood that this amount will constitute full compensation to Consultant for the work described in Exhibit 1. This amount has been approved and appropriated by the San Antonio City Council for expenditure under this contract.

b. The changes in the contract sum for this agreement are as follows:

i.	Previous maximum fee after Amdt. 5:	\$19,462,133.18
ii.	Increase for this Amdt. 6:	\$ 410,137.75
iii.	New maximum contract fee:	\$19,872,270.93

4. Incorporation of Original Agreement and Amendment Nos. 1, 2, 3, 4 and 5. All provisions of the Original Agreement and Amendment Nos. 1, 2, 3, 4 and 5 and other administrative actions to the Original Agreement that are not modified by this Amendment remain in full force and effect.

EXECUTED and AGREED to this the _____ day of _____, 2007.

CITY: CITY OF SAN ANTONIO CONSULTANT: 3D INTERNATIONAL

Sheryl Sculley, City Manager Authorized Agent of 3D/I Federal Tax ID#:_____

Approved:

City Attorney

Attest:

City Clerk

ASR # 27 Amount by Task

Design Service	Glover & Associates		3D/I	Sub-Total
Security Programming/Needs Assessment	\$ 266,355.00	s	18,829.27	\$ 285,184.27
Video Surveillance System Technical Documents	45,878.00		13,446.94	59,324.94
Video Surveillance System on Call Technical Procurement	15,641.00		1,539.42	17,180.42
Video Surveillance System Pre- Construction and CA Services	45,655.00		2,793.12	48,448.12

Total

\$ 410,137.75



Mr. Thomas Wendorf, City of San Antonio September 14, 2007 Additional Services Request #27 Page 2

Design Service	Consultant		Amount
Security Programming/Needs Assessment	Glover & Associates	\$	266,355.00
Video Surveillance System Technical Documents	Glover & Associates	\$	45,878.00
Video Surveillance System On- Call Technical Procurement	Glover & Associates	\$	15,641.00
Video Surveillance System Pre- Construction and CA Services	Glover & Associates	S	45,655.00
Sub-total Consultant Fee		S	373,529.00
Design Coordination	3D/I	\$	36,609.00
Total Fee		\$	410,138.00

- 4. 3D/I agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee increase which will be determined in accordance with the Agreement but which will not exceed Four Hundred - Ten Thousand, One Hundred and Thirty Eight Dollars (\$410,138.00).
- 5. 3D/I will complete these services in the time durations noted in Glover & Associates attached proposal, including the assumption that design documents will be reviewed and approved in a timely manner. Durations are from receipt of a *Notice to Proceed* barring any other unforeseen circumstances or matters not within the control of 3D/I or its consultants.
- 6. Services beyond the scope described are excluded from this proposal.

If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter in the space provided for this purpose and by inserting the date upon which Consultant is authorized to commence performance of the Additional Services as described above.

If you need additional information, please contact me at (210) 227-2500.

Sincerely,

3D/1

Andres Anduiar

Vice President

Mr. Thomas Wendorf, City of San Antonio September 14, 2007 Additional Services Request #27 Page 3

2007 Com

Accepted this ______ day of ______, 2007. Consultant is authorized to commence performance of the Additional Services on the following date: ______, 2007.

* * * * *

CITY OF SAN ANTONIO:

By: _____

Name:

Date:

Enclosures

3D/1



CMS or Ordinance Number: OR00000200711291200

TSLGRS File Code: 1000-05

Document Title:

ORD - A Professional Services agreement with 3D/International to provide services in connection with theNew Terminal Expansion Project at SAIA.

Ordinance Date: 11/29/2007