

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Capital Improvement Department

**AGENDA DATE:** April 19, 2016

**CONTACT PERSON NAME AND PHONE NUMBER:** Monica Lombraña, A.A.E., Capital Improvement Director 212-1564

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

A resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Kimley-Horn and Associates, Inc., for a project known as "EPIA Reconstruction of Runway 4-22" for an amount not to exceed One Million Eight Hundred Twenty Six Thousand Eight Hundred Thirty Three and 18/100 Dollars (\$1,826,833.18); and that the City Manager or Designee be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed One Million Eight Hundred Seventy Six Thousand Eight Hundred Thirty Three and 18/100 Dollars (\$1,876,833.18.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement. Funding Source: Airport Funds - Passenger Facility Charges

**BACKGROUND / DISCUSSION:**

Runway 4-22 is the airport's longest commercial runway and the asphalt paving is in need of replacement. This project will remove and replace 10,600 feet of runway surface with concrete pavement. EPIA has been coordinating and received approval from the FAA to do a complete reconstruction. In addition to the reconstruction, EPIA will be replacing the runway edge lighting. The consultant will be responsible for preparing all ancillary required documents to include the Construction Safety and Phasing Plan, Engineer's reports and Construction Management Plan as required by the FAA.

Kimley-Horn and Associates was selected with the City approved A/E Selection process and they are recommended as the most qualified consultant. The A/E Selection summary is attached

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

\$1,826,833.18.00 Airport Funds (Passenger Facility Charges)

**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

CITY CLERK DEPT.

2016 APR 14 PM 1:27

# RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and **KIMLEY-HORN AND ASSOCIATES.**, a North Carolina company, for a project known as “**EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22**”, for an amount not to exceed One Million Eight Hundred Twenty Six Thousand Eight Hundred Thirty Three and 18/100 Dollars (**\$1,826,833.18**); and that the City Manager be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed One Million Eight Hundred Seventy Six Thousand Eight Hundred Thirty Three and 18/100 Dollars (**\$1,876,833.18**); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

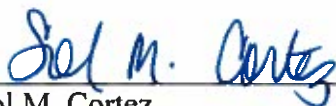
CITY OF EL PASO:

\_\_\_\_\_  
 Oscar Leeser, Mayor


ATTEST:

\_\_\_\_\_  
 Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 Sol M. Cortez  
 Assistant City Attorney

APPROVED AS TO CONTENT

  
 \_\_\_\_\_  
 Monica Lombraña, A.A. E., Director  
 Capital Improvement Department

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “Owner”, and KIMLEY-HORN AND ASSOCIATES, a North Carolina Corporation, hereinafter referred to as the “Consultant”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22” hereinafter referred to as the “Project”, as further described in Attachment “A”; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I.  
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Federal Aviation Administration Clauses
Attachment “F”	Certificate of Insurance

ARTICLE II.  
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in Attachment “A”. Such Scope of Services shall be completed in accordance with the identified phases described in Attachment “D”.

2.2 In completion of such phases, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the Director of the Capital Improvement Department of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The Capital Improvement Department Director shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The Capital Improvement Department Director will render written decisions within a five working days time period.

### ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **ONE MILLION EIGHT HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED THIRTY THREE DOLLARS AND 18/100 DOLLARS (\$1,826,833.18)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 **CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by the City Manager, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

3.3 **CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**.

Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

**3.4 PROJECT CONSTRUCTION BUDGET.** The Consultant acknowledges that the construction budget for this Project allocates **TWENTY EIGHT MILLION DOLLARS AND 00/100 DOLLARS (\$28,000,000.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the Capital Improvement Department Director. The

Consultant shall complete the requested services in accordance with the timelines and schedules outlined in Attachments “C” and “D”.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V.  
INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
  - \$1,000,000 Per Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal And Advertising Injury

**Personal Injury or Death & Property Damage**  
\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage

b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
**\$1,000,000.00 per accident**

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant to the extent allowed by law, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the Director of the Capital Improvement Department with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as Attachment "E". All certificates shall also include the name of the project on the corresponding insurance certificate. Further, Consultant shall provide the Owner with a 30 day Notice of Cancellation endorsement applicable to all required policies.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other

provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## ARTICLE VI. FEDERAL PROVISIONS

### 6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, including but not limited to:

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided

copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

**6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**6.1.2 DBE GOOD FAITH EFFORS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 0% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40CFR Part 26. To meet the contract goal for DBE participation in the performance of this contract.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

## ARTICLE VII. GENERAL PROVISIONS

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify Director of the Capital Improvement Department of any delay beyond its control and the Director of the Capital Improvement Department shall extend the time schedule in the event of delays which the Director of the Capital Improvement Department reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care a competent engineer or architect and consistent with the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project

proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed with professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require



**7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González, City Manager


**CONSULTANT:**  
Kimley-Horn and Associates, Inc.

\_\_\_\_\_  
Pierre Pretorius  
Principal

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E., Director  
Capital Improvement Director

(ACKNOWLEDGEMENT BEGIN ON THE FOLLOWING PAGE)

**ACKNOWLEDGEMENTS**

**THE STATE OF TEXAS           §**  
**§**  
**COUNTY OF EL PASO           §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by Tomas Gonzalez, as **City Manager of the City of El Paso, Texas.**

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

**THE STATE OF \_\_\_\_\_ §**  
**§**  
**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by Pierre Pretorius, as **Principal of Kimley-Horn and Associates, Inc.**

\_\_\_\_\_  
**Notary Public, State of \_\_\_\_\_**

**My commission expires:**

\_\_\_\_\_

## Attachment B

El Paso International Airport  
 City of El Paso  
 Date : March 29, 2016

Kimley - Horn and Associates, Inc.  
 Phoenix, Arizona

### Reconstruction of Runway 4-22

#### DERIVATION OF ENGINEERING FEE PROPOSAL (CIVIL Engineering Design Services)

#### 1. DIRECT LABOR

<u>TASK</u>	<u>DESCRIPTION</u>	<u>MANHOURS</u>	<u>TOTAL *</u>	<u>EXTENDED TOTAL</u>
<b><u>60% DESIGN SERVICES</u></b>				
001	Project Administration	535	99,316.71	
002	FAA Meeting in Dallas (December 16th)	102	16,840.98	
003	Record's Research	60	9,123.00	
004	Investigations	108	18,032.60	
005	FAA Reimbursable Agreement	36	8,923.32	
006	Project Development	573	98,000.47	
007	Engineer's Design Report	223	35,582.71	
008	Construction Drawings (60% Submittal)	1744	290,590.50	
009	Quantities and Cost Estimate (60%)	99	17,224.75	
010	Project Specification (60%)	150	22,619.19	
Subtotal 60% Labor		3630		\$ 616,254.23
<b><u>85% DESIGN SERVICES</u></b>				
001	Construction Drawings (85% Submittal)	921	158,441.52	
002	Quantities and Cost Estimate (85%)	50	8,736.31	
003	Project Specification (85%)	86	14,337.96	
004	Engineer's Design Report	116	18,528.10	
Subtotal 85% Labor		1173		\$ 200,043.89
<b><u>100% DESIGN SERVICES</u></b>				
001	Final Plans and Specification Submittal (100%)	572	97,724.31	
Subtotal 100% Labor		572		\$ 97,724.31
<b>TOTAL DIRECT LABOR :</b>		<b>5375</b>	<b>\$</b>	<b>914,022.42</b>

\* Includes Overhead at 192.82% of Labor Cost and a Profit at 12% of Labor and Overhead

#### 2. DIRECT EXPENSES

<b><u>60% DESIGN SERVICES</u></b>				
	Travel & Per-Diem		22,890.00	
	Expense Allocation - 5.8%		-	
	Computer Costs		-	
Subtotal 60% Direct Expenses				\$ 22,890.00
<b><u>85% DESIGN SERVICES</u></b>				
	Travel & Per-Diem		1,020.00	
	Expense Allocation - 5.8%		-	
	Computer Costs		-	
Subtotal 85% Direct Expenses				\$ 1,020.00

**100% DESIGN SERVICES**

Travel & Per-Diem	1,890.00	
Expense Allocation - 5.8%	-	
Computer Costs	-	
Subtotal 100% Direct Expenses		\$ 1,890.00

Five (5%) Markup \$ 1,290.00

**TOTAL DIRECT EXPENSES :** \$ 27,090.00

**3. SUBCONSULTANT SERVICES****60% DESIGN SERVICES**

BROCK AND BUSTILLOS - Surveying Services	148,000.00	
CEA Engineering Group	60,840.00	
CQC Testing and Engineering LLC	19,300.00	
Subtotal 60% Subconsultants		\$ 228,140.00

**85% DESIGN SERVICES**

CEA Engineering Group	30,882.00	
CQC Testing and Engineering LLC	4,400.00	
Subtotal 85% Subconsultants		\$ 35,282.00

**100% DESIGN SERVICES**

CEA Engineering Group	18,465.00	
Subtotal 85% Subconsultants		\$ 18,465.00

Five (5%) Markup \$ 14,094.35

**TOTAL SUBCONSULTANT SERVICES :** \$ 295,981.35

**4. ESTIMATE OF REIMBURSABLE EXPENSES****REPRODUCTION OF PLAN AND FINAL BID DOCUMENTS**

- 60% Submittal - 6 Sets of Contract Documents & Plans	3,708.00	
- 85% Submittal - 6 Sets of Contract Documents & Plans	3,708.00	
- 100% Submittal - 6 Sets of Contract Documents & Plans	3,708.00	
- Bid Submittal - 10 Sets of Contract Documents & Plans	6,180.00	

**TOTAL REIMBURSABLE EXPENSES :** \$ 17,304.00

**TOTAL ENGINEERING FEE :** \$ 1,254,397.77

El Paso International Airport  
 City of El Paso  
 Date : March 29, 2016

Kimley - Horn and Associates, Inc.  
 Phoenix, Arizona

Reconstruction of Runway 4-22

DERIVATION OF ENGINEERING FEE PROPOSAL  
 (CIVIL Engineering Design Services)

**1. DIRECT LABOR**

<u>TASK</u>	<u>DESCRIPTION</u>	<u>EST. HOURS</u>	<u>AVERAGE HRLY RATE</u>	<u>EXTENDED TOTAL</u>
<b><u>60% DESIGN SERVICES</u></b>				
	Principal Engineer	42	345.93	\$ 14,529.15
	Project Manager	534	247.87	\$ 132,362.58
	Senior Engineer	460	208.06	\$ 95,707.60
	Professional Engineer	601	179.24	\$ 107,723.24
	Engineering Analyst	689	133.40	\$ 91,912.60
	Senior Construction Engineer	27	217.03	\$ 5,859.81
	Field Inspector	17	150.35	\$ 2,555.95
	Cadd Designer	606	150.41	\$ 91,148.46
	Cadd Operator	493	120.95	\$ 59,628.35
	Clerical	161	92.09	\$ 14,826.49
	<b>Subtotal Schedule I Labor</b>	<b>3630</b>		<b>\$ 616,254.23</b>
<b><u>85% DESIGN SERVICES</u></b>				
	Principal Engineer	35	345.93	\$ 12,107.63
	Project Manager	136	247.87	\$ 33,710.32
	Senior Engineer	122	208.06	\$ 25,383.32
	Professional Engineer	216	179.24	\$ 38,715.84
	Engineering Analyst	248	133.40	\$ 33,083.20
	Senior Construction Engineer	32	217.03	\$ 6,944.96
	Field Inspector	16	150.35	\$ 2,405.60
	Cadd Designer	159	150.41	\$ 23,915.19
	Cadd Operator	157	120.95	\$ 18,989.15
	Clerical	52	92.09	\$ 4,788.68
	<b>Subtotal Schedule II Labor</b>	<b>1173</b>		<b>\$ 200,043.89</b>
<b><u>100% DESIGN SERVICES</u></b>				
	Principal Engineer	12	345.93	\$ 4,151.19
	Project Manager	77	247.87	\$ 19,085.99
	Senior Engineer	62	208.06	\$ 12,899.72
	Professional Engineer	109	179.24	\$ 19,537.16
	Engineering Analyst	125	133.40	\$ 16,675.00
	Senior Construction Engineer	12	217.03	\$ 2,604.36
	Cadd Designer	77	150.41	\$ 11,581.57
	Cadd Operator	75	120.95	\$ 9,071.25
	Clerical	23	92.09	\$ 2,118.07
	<b>Subtotal Schedule II Labor</b>	<b>572</b>		<b>\$ 97,724.31</b>
<b>TOTAL DIRECT LABOR :</b>		<b>5375</b>		<b>\$ 914,022.42</b>

\* Includes Overhead at 192.82% of Labor Cost and a Profit at 12% of Labor and Overhead

**2. DIRECT EXPENSES**

<b><u>60% DESIGN SERVICES</u></b>	
Travel & Per-Diem	22,890.00
Expense Allocation - 5.8%	
Computer Costs	
Subtotal 60% Direct Expenses	\$ 22,890.00
<b><u>85% DESIGN SERVICES</u></b>	
Travel & Per-Diem	1,020.00
Expense Allocation - 5.8%	
Computer Costs	-
Subtotal 85% Direct Expenses	\$ 1,020.00
<b><u>100% DESIGN SERVICES</u></b>	
Travel & Per-Diem	1,890.00
Expense Allocation - 5.8%	-
Computer Costs	-
Subtotal 100% Direct Expenses	\$ 1,890.00
Five (5%) Markup	\$ 1,290.00
<b>TOTAL DIRECT EXPENSES :</b>	<b>\$ 27,090.00</b>

**3. SUBCONSULTANT SERVICES**

<b><u>60% DESIGN SERVICES</u></b>	
BROCK AND BUSTILLOS - Surveying Services	148,000.00
CEA Engineering Group	60,840.00
CQC Testing and Engineering LLC	19,300.00
Subtotal 60% Subconsultants	\$ 228,140.00
<b><u>85% DESIGN SERVICES</u></b>	
CEA Engineering Group	30,882.00
CQC Testing and Engineering LLC	4,400.00
Subtotal 85% Subconsultants	\$ 35,282.00
<b><u>100% DESIGN SERVICES</u></b>	
CEA Engineering Group	18,465.00
Subtotal 85% Subconsultants	\$ 18,465.00
Five (5%) Markup	\$ 14,094.35
<b>TOTAL SUBCONSULTANT SERVICES :</b>	<b>\$ 295,981.35</b>

**4. ESTIMATE OF REIMBURSABLE EXPENSES**

<b><u>REPRODUCTION OF PLAN AND FINAL BID DOCUMENTS</u></b>	
- 60% Submittal - 6 Sets of Contract Documents & Plans	3,708.00
- 85% Submittal - 6 Sets of Contract Documents & Plans	3,708.00
- 100% Submittal - 6 Sets of Contract Documents & Plans	3,708.00
- Bid Submittal - 10 Sets of Contract Documents & Plans	6,180.00
<b>TOTAL REIMBURSABLE EXPENSES :</b>	<b>\$ 17,304.00</b>
<b>TOTAL ENGINEERING FEE :</b>	<b>\$ 1,254,397.77</b>

Revised 08/24/2014  
 City of El Paso  
 Risk Management Bureau A-22 9-10-2014.xls  
 Date: 10/06/2014

DESCRIPTION OF DUTIES AND FEES PROXIMAL  
 (C.V.E. Engineering Project Services)

No. of Hours	Principal Employee	Project Manager	Senior Engineer	Professional Engineer	Engineering Assistant	Superintendent Engineer	Field Inspector	Civil Designer	Survey Operator	Contract	Total Hour	Labor Cost	Overhead	Profit	Total Bid	Total Bid/ Hour				
																	0%	5%	10%	15%
<b>000 - Project Administration</b>																				
1		15	15								30	\$ 2,250.00								
2		15									15	\$ 1,125.00								
3		2									2	\$ 150.00								
4		1									1	\$ 75.00								
5		2									2	\$ 150.00								
6		2									2	\$ 150.00								
7		4									4	\$ 300.00								
8		5									5	\$ 375.00								
9		27									27	\$ 2,025.00								
10		1									1	\$ 75.00								
11		27									27	\$ 2,025.00								
12		1									1	\$ 75.00								
13		27									27	\$ 2,025.00								
14		27									27	\$ 2,025.00								
15		27									27	\$ 2,025.00								
16		27									27	\$ 2,025.00								
17		1									1	\$ 75.00								
<b>001 - Field Work by Other Personnel</b>																				
1		11									11	\$ 825.00								
2		1									1	\$ 75.00								
<b>002 - Survey's Research</b>																				
1		2									2	\$ 150.00								
<b>003 - Specifications</b>																				
1		2									2	\$ 150.00								
2		2									2	\$ 150.00								
3		2									2	\$ 150.00								
4		2									2	\$ 150.00								
5		2									2	\$ 150.00								
<b>004 - Field Measurements Agreement</b>																				
1		10									10	\$ 750.00								
2		20									20	\$ 1,500.00								
<b>005 - Project Development</b>																				
1		9									9	\$ 675.00								
2		11									11	\$ 825.00								
3		11									11	\$ 825.00								
4		6									6	\$ 450.00								
5		5									5	\$ 375.00								
6		5									5	\$ 375.00								
7		5									5	\$ 375.00								
8		5									5	\$ 375.00								
9		5									5	\$ 375.00								
10		5									5	\$ 375.00								
11		5									5	\$ 375.00								
12		5									5	\$ 375.00								
13		5									5	\$ 375.00								
14		5									5	\$ 375.00								
15		5									5	\$ 375.00								
16		5									5	\$ 375.00								
17		5									5	\$ 375.00								
<b>006 - Engineer's Project Report</b>																				
1		10									10	\$ 750.00								
2		5									5	\$ 375.00								
3		5									5	\$ 375.00								
4		5									5	\$ 375.00								
5		5									5	\$ 375.00								







El Paso International Airport  
 City of El Paso  
 Date : March 29, 2016

KIMLEY-HORN ASSOCIATES  
 Phoenix, Arizona

**DERIVATION OF ENGINEERING FEE PROPOSAL  
 (Construction Services)**

**1. DIRECT LABOR**

<u>TASK</u>	<u>DESCRIPTION</u>	<u>MANHOURS</u>	<u>TOTAL*</u>	<u>EXTENDED TOTAL</u>
<b><u>SCHEDULE III SERVICES (Design Construction Services)</u></b>				
001	Contract Administration	191	28,563	
002	Pre-Bid Assistance	262	49,694	
003	Pre-Construction Activities	538	120,208	
004	Construction Surveys Coordination	40	10,671	
005	Construction Quality Assurance (QA) Program	738	170,051	
006	Post-Construction Administration	464	79,002	
007	Quality Control	120	32,315	
<b>Subtotal Schedule III Labor</b>		<b>2,353</b>		<b>\$490,502.85</b>
<b>TOTAL DIRECT LABOR</b>				<b>\$490,502.85</b>

\* Includes Overhead at 192.82% of Labor Cost and a Profit at 12% of Labor and Overhead

**2. DIRECT EXPENSE**

<b><u>SCHEDULE III SERVICES (Design Construction Services)</u></b>				
	Travel, Lodging, Per Diem, Vehicle Rental		11,460.00	
	Expense Allocation - 5.8%			
	Computer Costs			
<b>Subtotal Schedule III Direct Expense</b>				<b>\$11,460.00</b>
		<b>Five (5%) Markup</b>		<b>\$573.00</b>
<b>TOTAL DIRECT EXPENSES:</b>				<b>\$12,033.00</b>

**3. SUBCONSULTANTS SERVICES**

<b><u>SCHEDULE III SERVICES (Design Construction Services)</u></b>				
	Brock & Bustillos Final Survey		47,150.00	
	CEA Pre-Bid Services		3,542.00	
	CEA Construction Services (If Required)		15,879.00	
<b>Subtotal Schedule III Subconsultants</b>				<b>\$66,571.00</b>
		<b>Five (5%) Markup</b>		<b>\$3,328.55</b>
<b>TOTAL SUBCONSULTANT SERVICES:</b>				<b>\$69,899.55</b>
<b>TOTAL ENGINEERING FEE:</b>				<b>\$572,435.40</b>

DERIVATION OF ENGINEERING FEE PROPOSAL  
 (Construction Services)

**I. DIRECT LABOR**

<u>Classification</u>	<u>Est. Hrs</u>	<u>Average Hrly Rate</u>	<u>Labor Costs</u>	<u>EXTENDED TOTAL</u>
<b><u>SCHEDULE III SERVICES (Design Construction Services)</u></b>				
Principal Engineer	12	304.58	3,654.95	
Project Manager	1193	266.77	318,256.71	
Engineering Analyst	275	143.57	39,482.23	
Senior Inspector	165	233.58	38,540.46	
Construction Inspector	30	161.81	4,854.43	
CADD Designer	295	161.88	47,754.23	
Clerical/Admin	383	99.11	37,959.84	
<b>Subtotal Schedule III Services</b>	<b>2353</b>			<b>\$490,502.85</b>
<b>TOTAL DIRECT LABOR</b>				<b>\$490,502.85</b>

\* Includes Overhead at 192.82% of Labor Cost and a Profit at 12% of Labor and Overhead

**2. DIRECT EXPENSE**

<b><u>SCHEDULE III SERVICES (Design Construction Services)</u></b>				
Travel, Lodging, Per Diem, Vehicle Rental			11,460.00	
Expense Allocation - 5.8%				
Computer Costs				
<b>Subtotal Schedule III Services</b>				<b>\$11,460.00</b>
	<b>Five (5%) Markup</b>			<b>\$573.00</b>
<b>TOTAL DIRECT EXPENSES:</b>				<b>\$12,033.00</b>

**3. SUBCONSULTANTS SERVICES**

<b><u>SCHEDULE III SERVICES (Design Construction Services)</u></b>				
Brock & Bustillos Final Survey			47,150.00	
CEA Pre-Bid Services			3,542.00	
CEA Construction Services (If Required)			15,879.00	
<b>Subtotal Schedule III Services</b>				<b>\$66,571.00</b>
	<b>Five (5%) Markup</b>			<b>\$3,328.55</b>
<b>TOTAL SUBCONSULTANT SERVICES:</b>				<b>\$69,899.55</b>

**TOTAL ENGINEERING FEE: \$572,435.40**

PAVEMENT REHABILITATION  
 EL PASO INTERNATIONAL AIRPORT  
 EL PASO, TEXAS  
 Bid: Cost Proposal Runway 4-31 5-10-2014.xls  
 Date: March 29, 2010

MCIP/PCLE III BASIC CONSTRUCTION SERVICES

	Pre-Bid Abstract	Pre-Cont. Coordination	Contractor Discovery	Submittal Review	Kickoff Meeting	WEEK				MONTH							
						1	2	3	4	1	2	3	4	5	6	7	8
<b>001 Contract Administration</b>																	
Principal	3 304 58	2															
Project Manager	3 266 77	0															
Senior Inspector	3 211 58					1				1	1	1	1	1	1	1	
Construction Equip	3 181 81																
Construction Equip	3 181 81																
Contract	3 99 11	15						2	2	2	2	2	2	2	2	2	
Accounting	3 99 11	8						2	2	2	2	2	2	2	2	2	
<b>002 Pre-Bid Assistance</b>																	
Principal	3 304 58																
Project Manager	3 266 77	10															
Senior Inspector	3 211 58	25															
Engineering Analyst	3 141 57	80															
Construction Equip	3 181 81	30															
Surveyor	3 181 81	83															
Contract	3 99 11	12															
Accounting	3 99 11																
<b>003 Pre-Construction Activities</b>																	
Principal	3 304 58	2															
Project Manager	3 266 77	0	80	80	0												
Senior Inspector	3 211 58		80	80													
Surveyor	3 181 81		76	76													
Contract	3 99 11	6	80	80													
<b>004 Construction Services Coordination</b>																	
Principal	3 304 58																
Project Manager	3 266 77																
Senior Inspector	3 211 58																
<b>005 Construction Quality Assurance (QA) Program</b>																	
Principal	3 304 58																
Project Manager	3 266 77					20	19	19	19	19	19	19	19	19	19	19	
Senior Inspector	3 211 58																
Senior Inspector	3 211 58																
Construction Equip	3 181 81																
Construction Equip	3 181 81																
Contract	3 99 11					5	5	5	5	5	5	5	5	5	5	5	
<b>006 Post-Construction Administration</b>																	
Principal	3 304 58																
Project Manager	3 266 77																
Engineering Analyst	3 141 57																
Engineering Analyst	3 141 57																
Senior Inspector	3 211 58																
Contract	3 99 11																
Surveyor	3 181 81																
<b>007 Utility Control</b>																	
Principal	3 304 58																
Project Manager	3 266 77					2	2	2	2	2	2	2	2	2	2	2	
<b>TOTALS</b>																	
		93	210	300	9	30	22	22	29	93	93	98	78	68	68	61	





6802 Commerce, Unit 9A  
El Paso, Texas 79915  
Ph. (915) 771-7766  
Fax (915) 771-7786

Construction Materials Testing  
Geotechnical Engineering  
Environmental Site Assessments  
Forensic Analysis /Testing

December 14, 2015

Kimley – Horn and Associates, Inc.  
7740 North 16<sup>th</sup> Street  
Phoenix, Arizona 85020

Attn.: Mr. Mike Norby, P.E.  
Project Manager

Re: Proposal for Supplemental - General Pavement and Subsurface Soils Evaluation for  
City of El Paso – International Airport (E.P.I.A.) –  
Runway 4-22 and Taxiways  
6701 Convair Road  
El Paso, Texas 79925  
CQC Proposal No. PGCQC15-089

Dear Mr. Norby:

In response to your request, CQC Testing and Engineering, L.L.C. (CQC) is pleased to provide Kimley – Horn and Associates, Inc. (Client) with this proposal to conduct a supplemental general pavement and subsurface soils evaluation for the above referenced project. We thank you for selecting our firm to provide geotechnical consulting services on this City of El Paso International Airport project. This proposal presents our understanding of the project, our proposed scope of services, estimated lump sum fees, scope of work conditions and exclusions associated with our services. We understand that the results of this evaluation shall be supplemental to our issued "General Subsurface Soils Evaluation and Pavement Thickness Report" No. AGCQC14-046, dated March 11, 2015.

#### I. General Project Description:

Based on information provided by our Client, we understand that the project consists of performing a supplemental pavement evaluation for the EPIA Runway 4-22 and several Taxiways located within the City of El Paso International Airport property. It is our understanding that information from this pavement evaluation shall be utilized by our Client for the reconstruction design of Runway 4-22 and associated Taxiways. We understand that our specific scope of work shall be to evaluate the thickness and material types of the existing runway and taxiways pavement structures and generally classifying the existing subsurface soil materials within the project site limits.

#### II. General Scope of Services:

As requested by our Client, our supplemental pavement thickness and subsurface soils evaluation shall be performed in accordance with FAA guidelines and shall consist of performing a total of twenty-six (26) additional exploration borings; eight (8) borings shall be performed within Runway 4-22 and eighteen (18) borings within the associated taxiways at the approximate locations requested by our Client. In general, the exploration borings shall be drilled to a maximum depth 10 feet, each below the existing pavement surface elevation. The borings shall be completed utilizing a truck mounted rotary drilling rig and hollow stem auger drilling techniques. At each boring location the pavement shall be cored to evaluate the thickness and type of existing pavement materials. At the completion of boring activities the pavement shall be patched with a rapid setting high strength concrete mix.

December 14, 2015  
CQC Proposal No. PGCQC15-089  
Client: Kimley – Horn and Associates, Inc.  
General Subsurface Soils Evaluation  
EPIA - Runway 4-22 and Associated Taxiways  
El Paso, Texas

All collected core and soil samples shall be properly identified with date, sample location, sample depth and penetration measurements, as applicable. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further evaluation and soil classification testing. Our laboratory tests shall consist of soil moisture contents, soil sieve analysis tests, plasticity index tests, up to eight (8) composite bulk subgrade samples for laboratory California Bearing Ratio (CBR) Testing.

CQC respectfully requests that our Client survey the exploration boring locations, so that ground elevations at each boring may be reported. In accordance with EPIA requirements a flag shall be placed at the top of our drill rig mast when elevated. All vehicles shall be equipped with flashing strobe lights.

The Client shall be responsible for securing all permits, permissions, and rights-of-entry, as required to perform our field services within the project area with CQC's assistance. CQC and subcontract consultants shall attend a safety and movement training class at the EPIA, as required. We anticipate that the EPIA shall provide a full time escort during our field work activities. We respectfully request that the Client provide CQC with existing utility as-built drawings and/or information for the subject project site to reduce the potential of penetrating through underground utilities during our drilling activities. CQC will assist in locating the borings within the project area and call Texas 811 (Dig-Tess) to request utility locates. However, it should be noted that typically the utility line locators will not mark utility lines within private property. This is specifically true for FAA underground lines. CQC respectfully requests the assistance of the EPIA to locate and mark FAA lines, prior to commencing our exploratory soil borings. Any utility lines not marked or identified in the field and penetrated at the time of our drilling activities shall be the responsibility of the owner to cover cost of repairs and/or physical damage to our equipment and personnel, as applicable.

### III. Soils Evaluation and Report Submittal Schedule:

A coordination meeting with the EPIA shall be required to establish times and dates when our field work may be performed. It is anticipated that complete phased closures of the runway and taxiways shall be required to perform our field work. For planning purposes our field activities shall commence within fifteen (15) working days after the completion of all required coordination, security and safety meetings. We anticipate that our field work shall be 8 to 10 days.

At the completion of our supplemental field exploration activities and laboratory soil classification testing, a formal written report shall be prepared and provided to Kimley – Horn and Associates, Inc. Our report shall provide a boring location plan, boring logs, existing Runway 4-22 and associated taxiways pavement core thicknesses, material types and our general subsurface soil classification test results.

This proposal also includes a separate estimated fee for additional professional time to further review the encountered subgrade conditions, over-excavation and subgrade preparation recommendations for this project.

Five (5) bound hard copies and a PDF copy of the final report shall be provided to our Client. Preliminary information shall be provided once our field activities have been completed. A pre-final review and comment report shall be provided within four (4) weeks after the completion of our field activities.

December 14, 2015  
CQC Proposal No. PGCQC15-089  
Client: Kimley – Horn and Associates, Inc  
General Subsurface Soils Evaluation  
EPIA - Runway 4-22 and Associated Taxiways  
El Paso, Texas

**IV. Lump Sum Fees and Scope of Work Conditions and Exclusions:**

We propose to provide the supplemental soil borings, cores, associated laboratory soil classification testing, technician time and coordination professional time described in Section II of this proposal for an estimated lump sum fee of **\$57,900.00**.

As indicated in Section III, we propose an additional estimated lump sum fee of **\$4,400.00** for professional time to further review the encountered subgrade conditions, over-excavation and subgrade preparation for the runway reconstruction design. These services shall be billed at our current professional time rates (Project Engineer - \$65.00/hr. and Principal Engineer - \$98.00/hr.).

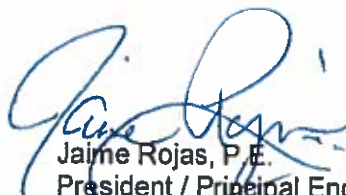
Our scope of work under this proposal does not include the following; an environmental assessment of the property's air, soil, water, site fault delineation and evaluation, delineation of subsurface flowing water conditions either on or adjacent to the site, the development of a dewatering plan, development of a trench safety plan, construction materials testing services during construction, an assessment of the potential impacts or distress to existing structures on or adjacent to the project site resulting from construction activities, and directing or controlling the means and methods utilized by contractors during the future construction of the project. CQC and our Client shall have no liability for claims resulting from the contractor's selected means and methods of construction.

Our services shall be performed in accordance with the scope of services described in this proposal. By approving this proposal our Client agrees to retain our services for the above lump sum fees. We understand that our services shall be performed in accordance with the standard terms and conditions of our Client's prime agreement with the City of El Paso. We respectfully request a copy of the prime agreement for CQC's documentation and that CQC Testing and Engineering, L.L.C. be equally indemnified by our Client as required by any provisions within the prime agreement or subconsultant agreement.

Our invoices are due and payable at 6802 Commerce, Unit 9A, El Paso, Texas 79915. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. Past due invoices may be subject to late charges on any balances unpaid after 30 days. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. Again, we appreciate the opportunity to submit this proposal. Should you have any questions or comments regarding this proposal, please feel free to contact us.

Respectfully Submitted,  
**CQC Testing and Engineering, L.L.C.**  
**TBPE Firm Registration No. F-10632**

Benjamin Lopez, E.I.T.  
Project Engineer  
[blopez@cqceng.com](mailto:blopez@cqceng.com)



Jaime Rojas, P.E.  
President / Principal Engineer  
[irojas@cqceng.com](mailto:irojas@cqceng.com)

Copies: Above Addressee - 2 Original Copies by Mail / 1 Copy by e-mail ([Mike.Norby@kimley-horn.com](mailto:Mike.Norby@kimley-horn.com))

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Castner Center @ Transmountain  
 4712 Woodrow Bean, Ste. F  
 El Paso, TX 79924  
 Office: 915.544.5232  
 Fax: 915.544.5233  
 web: www.ceagroup.net

March 14, 2016

Kimley-Horn and Associates, Inc.  
 7740 N. 16th Street, Ste. 300  
 Phoenix, AZ 85020

Attention: Mr. Michael A. Norby, P.E.

Reference: **Revised Fee Proposal for Professional Services:  
 EPIA – Reconstruction of Runway 4-22**

Dear Mr. Norby:

We are pleased to submit our fee proposal for professional services related to the above referenced project. The enclosed Scope of Work and fees are based on the direction and comments provided during our scoping meeting

Our fee for the services described in the enclosed Scopes of Work and fee breakdowns will be as follows:

<b>DESIGN LABOR:</b>	\$	110,187.00
<b>DIRECT EXPENSES (w/markup):</b>	\$	1,963.00
<hr/>		
<b>TOTAL DESIGN FEE:</b>	\$	112,150

The Bidding and Construction Administration efforts shall be billed based on the approved hourly rates for this contract. The estimate for Time and Materials is as follows:

<b>BIDDING &amp; CONSTRUCTION ADMINISTRATION:</b>	\$	19,421.00
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We would expect to start our services promptly after receipt of your acceptance of this proposal and we will coordinate our drawing development schedule with your office.

We will prepare invoices in a manner acceptable to the Client. Invoices will be submitted to the Client no more than once per month. Invoices are due and payable within 30 calendar days of receipt.

We thank you for the opportunity in allowing CEA Group to submit this fee proposal on this project. If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,  
 CEA Group

Frank A. Corral, P.E.  
 Project Manager

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 FC/fc

Enclosures:

- Attachment A – Scope of Services
- Attachment B – Project Budget Worksheet
- Exhibit 1 – Revised Project Limits

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**EPIA RECONSTRUCTION OF RUNWAY 4-22**

The Revised Scope of Work developed for this project is based on information provided by the City of El Paso (City), El Paso International Airport (EPIA) and Kimley-Horn & Associates (KHA). CEA will assist in performing Project Management duties for the duration of the project, and will coordinate all activities with KHA Project Manager. CEA will provide utility coordination for the project to include an investigation of existing utilities; and coordination with all potentially impacted utilities. It is our understanding that coordination for potholing activities will be done in conjunction with the project survey, and is not included as part of this scope of work. CEA will perform a comprehensive drainage analysis for project area to include inventory of existing structures; hydrologic and hydraulic analysis, and design of drainage facilities. CEA will also prepare the Storm Water Pollution Prevention Plan (SWPPP) in accordance with federal, state and local regulations. Permanent erosion control measures will be evaluated and designed for inclusion into the project. The revised project limits are identified in the attached Exhibit 1.

**Task 010: Project Management**

1. Attend a kick-off (Pre-Design) meeting with the Client.
2. Attend a team kick-off meeting.
3. Attend Preliminary, Pre-Final, and Final review meetings.
4. Administer phases of the project that pertain to CEA to include preparation of invoices, contract administration and progress meetings with the design team.
5. Assign experienced staff members the responsibility of gathering the standards, and developing the procedures to be implemented during the project as well as preparing the work and to assure compliance with City, EPIA, and FAA policies and procedures as well as assuring that work is accomplished correctly and on time.

**Task 020: Drainage Analysis**

1. Perform field investigations of project site existing conditions as necessary to facilitate design.
2. Review of existing As-built drawings, Design Reports, master plans, ALPs, construction records, and other pertinent data available. Request and coordination will be made through EPIA.
3. Develop design criteria in accordance with the current FAA requirements (AC 150/5320-5C - Surface Drainage Design).
4. Analyze the existing drainage conditions of the project area to determine the following:
  - a. Drainage areas;
  - b. Runoff rates;
  - c. Inlet capacities; and

- d. Establish existing infield/pond capacities.
5. Based on information obtained from existing analysis, provide drainage system improvement recommendations of the project area. Recommendations will include:
  - a. Basin design as per current City and FAA regulations;
  - b. Inlet improvements;
  - c. Conveyance methodology (storm sewer, lined swale, etc.)
6. Present recommendations to EPIA for concurrence prior to preparation of preliminary plans.
7. Design all necessary drainage facilities/structures to FAA regulations.
8. Prepare all necessary drainage plans and details.
9. Prepare Opinion of Probable Construction Cost (OPCC) for all drainage components.
10. Develop documents outlining the employed methodologies, assumptions, hydrologic and hydraulic computation for inclusion into the Engineer's Design Report.
11. Perform QA/QC on items within this Task.

**Task 030: Utility Coordination**

1. Develop and prepare a Utility Contact Distribution List. Distribution list will be coordinated with City and EPIA.
2. Develop, prepare, and distribute Utility Request Letters to utilities identified on the distribution list.
3. Utility investigation requirements
  - a. Gather, review and assimilate data for the project.
  - b. Review existing and proposed field conditions, and perform a site investigation.
  - c. Identify all utilities that may be potentially impacted by project.
  - d. Review FAA requirements to ensure compliance.
4. Prepare existing utility base map drawings in AutoCAD format.
5. Provide coordination with impacted utilities throughout the duration of the project.
6. Submit utility clearance letters received to City and EPIA.
7. Develop documents summarizing the results of the utility coordination for inclusion into the Engineer's Design Report.
8. Perform QA/QC on items within this Task.

**Task 040: Storm Water Pollution Prevention Plan (SWP3)**

1. Gather, review and assimilate data for project.
2. Review federal, state and local requirements.

3. Develop general guidelines for the SWP3. Items such as haul routes, equipment storage, and other related facilities will need to be provided during design.
4. Prepare SWP3 site plan, general notes, and details plan sheets.
5. Prepare SWP3 specifications.
6. Prepare SWP3 OPCC.
7. Prepare comprehensive binder containing summary of project and components as they impact the SWP3; as well as all necessary forms.
8. Develop documents describing the SWP3 for inclusion into the Engineer's Design Report.
9. Perform QA/QC on items within this Task.

**Task 200: Bidding Phase Services and Construction Administration Services  
(Time and Materials)**

1. Bidding Phase services for this project include:
  - a. Attend Pre-Bid Conference.
  - b. Prepare Addenda to Drawings and/or Specifications.
  - c. Attend Bid Opening.

**Task 300: Construction Administration Phase Services (Time and Materials)**

1. Construction Administration Phase services are anticipated to extend for eighteen (18) months for this project, and include the following:
  - a. Pre-Construction Conference.
  - b. Attend Weekly Progress Meetings up to sixty (60).
  - c. Periodic Site visits as requested by the Owner up to thirty-six (30)
  - d. Review of Shop Drawings, Schedules, and other submittals related to the Drainage and SWPPP components of the project.
  - e. Prepare Mylar Record Drawings for sheets sealed by CEA.

**Task 400: Deliverables**

This scope of work and fee proposal was established on the basis of the following deliverables. Additional deliverables would be construed as additional services to this scope of work:

- a. Preliminary Design (60%)
- b. Pre-Final Design (85%)
- c. Final Design (100%)

**Task 500: Exclusions**

1. Environmental and Archeological Studies;
2. Coordination of pothole activities for existing utilities that may potentially impact the project;
3. Surveying;
4. Geotechnical Investigation;
5. Public Involvement;
6. Construction Sequence Plan;
7. Submission of Project for permitting; and
8. Any other items not specifically listed in the above Scope of Work.

**CEA Engineering Group  
PROJECT BUDGET SHEET  
ATTACHMENT B**

<b>PROJECT NAME:</b>	EPIA-Reconstruction of Runway 4-22
<b>JOB NUMBER:</b>	8030-012
<b>DATE:</b>	3/10/2016
<b>FEE TYPE:</b>	Lump Sum
<b>PREPARED BY:</b>	Frank Corral
<b>PROJECT MGR:</b>	Frank Corral
<b>CONSULTANT MARKUP:</b>	5%
<b>DIRECT MARKUP:</b>	10%
<b>DESIGN FEE:</b>	\$ 112,150.00
<b>BIDDING &amp; CONSTRUCTION (COST PLUS):</b>	\$ 19,421.00
<b>TOTAL FEE:</b>	\$ 131,571.00
<b>DESIGN LABOR:</b>	\$ 110,187.00
<b>SUBCONSULTANTS (w/markup):</b>	\$ -
<b>DIRECT EXPENSES (w/markup):</b>	\$ 1,963.00

**CEA Engineering Group  
PROJECT BUDGET SHEET  
ATTACHMENT B**

PROJECT NAME: EPIA-Reconstruction of Runway 4-22

DESIGN LABOR	EST. HOURS	HOURLY RATE	COST	TOTAL
SENIOR ENGINEER	26.0	\$ 182.00	\$4,732	
PROJECT MANAGER	152.0	\$ 150.00	\$22,800	
PROJECT ENGINEER	294.0	\$ 123.00	\$36,162	
DESIGN ENGINEER	217.0	\$ 103.00	\$22,351	
CADD	307.0	\$ 70.00	\$21,490	
ADMIN	39.0	\$ 68.00	\$2,652	
				<b>\$110,187.00</b>
BIDDING LABOR				
PROJECT MANAGER	8.0	\$ 150.00	\$1,200	
PROJECT ENGINEER	10.0	\$ 123.00	\$1,230	
DESIGN ENGINEER	0.0	\$ 103.00	\$0	
CADD	12.0	\$ 70.00	\$840	
ADMIN	4.0	\$ 68.00	\$272	
				<b>\$3,542.00</b>
CONSTRUCTION LABOR				
PROJECT MANAGER	66.0	\$ 150.00	\$9,900	
PROJECT ENGINEER	29.0	\$ 123.00	\$3,567	
DESIGN ENGINEER	0.0	\$ 103.00	\$0	
CADD	16.0	\$ 70.00	\$1,120	
ADMIN	19.0	\$ 68.00	\$1,292	
				<b>\$15,879.00</b>
OTHER DIRECT COSTS*	NUMBER	COST	SUB-TOTAL	
MILEAGE	1635	\$0.59	\$957	
POSTAGE EA.	50	\$0.60	\$30	
PRESENTATION MATERIALS	0	\$300.00	\$0	
COPIES (8.5 X 11)	1500	\$0.20	\$300	
BLACKLINES	200	\$0.54	\$108	
MYLARS	30	\$9.00	\$270	
DELIVERIES	3	\$40.00	\$120	
				<b>\$1,784.55</b>
SUB-CONSULTANTS	COMPANY		SUB-TOTAL	TOTAL
				<b>\$0.00</b>
MARKUP	MARGIN	COST	SUB-TOTAL	
OTHER DIRECT COSTS	10%	\$ 1,785	\$178.45	
SUBCONSULTANT(S)	5%	\$ -	\$0.00	
				<b>\$178.45</b>
<b>TOTAL</b>				<b>\$131,571.00</b>

**ATTACHMENT "B"**  
**CEA Engineering Group**  
**PROJECT BUDGET SHEET**  
**ATTACHMENT B**

PROJECT NAME:

EPIA-Reconstruction of Runway 4-22

DATE: 3/10/2016

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	CADD	ADMIN	TOTAL HOURS
	\$ 182.00	\$ 150.00	\$ 123.00	\$ 103.00	\$ 70.00	\$ 68.00	
<b>PRELIMINARY DESIGN PHASE</b>							
Task 010 - Project Management							
Kick-Off Meeting		2.0				2.0	4.0
Internal Kick-Off Meeting	1.0	2.0	2.0	2.0	2.0	2.0	11.0
Preliminary Review Meeting		2.0	2.0			2.0	6.0
Coordination with City/EPA/Other Agencies		16.0	6.0				24.0
General Administration		12.0				6.0	18.0
Sub-Total Hours - Task 010 - Project Management	1.0	34.0	12.0	2.0	2.0	12.0	63.0
Task 020 - Drainage Analysis							
Field Investigations		2.0	6.0				10.0
Review Existing As-builts, Design Reports, etc.		2.0	16.0		6.0		24.0
Assimilate Project Design Criteria	1.0	1.0	2.0				4.0
Analyze/Calculate Existing Conditions		2.0	6.0	20.0	6.0		36.0
Analyze/Calculate Proposed Conditions		2.0	16.0	24.0	6.0		50.0
Prepare Drainage Plans and Details		4.0	30.0	64.0	96.0		194.0
Prepare Opinion of Probable Construction Cost		1.0	6.0	4.0	16.0		29.0
Develop Drainage Documents for EDR		2.0	20.0		4.0	1.0	27.0
QA/QC All Documents	4.0	4.0	2.0				10.0
Sub-Total Hours - Task 020 - Drainage Analysis	6.0	20.0	110.0	112.0	136.0	1.0	386.0
Task 030 - Utility Coordination							
Develop Utility Contact List & Request Letters		1.0	2.0			1.0	4.0
Gather & Review Existing Utility As-Builts/Records		1.0	4.0	10.0			15.0
Develop Utility Base Maps		1.0	2.0	4.0	12.0		19.0
Coordination with Impacted Utilities		6.0	24.0				32.0
Develop Utility Documents for EDR		1.0	6.0			1.0	8.0
Assemble and Submit Utility Clearance Letters		0.5	1.0			1.0	2.5
QA/QC All Documents	2.0	2.0					4.0
Sub-Total Hours - Task 030 - Utility Coordination	2.0	14.5	36.0	14.0	12.0	3.0	64.5
Task 040 - Storm Water Pollution Prevention Plan							
Gather & Review Data/Requirements		1.0	2.0				3.0
Develop SWPPP Plans		0.0	2.0	6.0	20.0		28.0
Develop SWPPP Binder		0.0	2.0	4.0	2.0	4.0	12.0
QA/QC All Documents	2.0	2.0					4.0
Sub-Total Hours - Task 040 - Storm Water Pollution Prevention Plan	2.0	3.0	6.0	16.0	22.0	4.0	47.0
Sub-Total Hours - Preliminary Design Phase	10.0	71.5	167.0	138.0	174.0	28.0	582.5
Sub-Total Labor Cost - Preliminary Design Phase	\$ 1,820.00	\$ 10,725.00	\$ 20,541.00	\$ 14,214.00	\$ 12,180.00	\$ 1,380.00	\$ 60,440.00
<b>PRE-FINAL DESIGN PHASE</b>							
Task 010 - Project Management							
Kick-Off Meeting							0.0
Internal Kick-Off Meeting							0.0
Pre-Final Review Meeting		2.0	2.0			2.0	6.0
Coordination with City/EPA/Other Agencies		12.0	6.0				18.0
General Administration		8.0				4.0	12.0
Sub-Total Hours - Task 010 - Project Management	0.0	22.0	8.0	6.0	6.0	6.0	36.0
Task 020 - Drainage Analysis							
Field Investigations		2.0	4.0				6.0
Update Existing As-builts, Design Reports, etc.		1.0	4.0		2.0		7.0
Update Project Design Criteria		0.5	1.0				1.5
Update Analyze/Calculate Existing Conditions		1.0	4.0	6.0	4.0		17.0
Update Analyze/Calculate Proposed Conditions		1.0	4.0	6.0	4.0		17.0
Update Drainage Plans and Details		2.0	16.0	24.0	46.0		90.0
Update Opinion of Probable Construction Cost		1.0	4.0	2.0	6.0		15.0
Update Drainage Documents for EDR		1.0	6.0		2.0	1.0	12.0
QA/QC All Documents	4.0	4.0	2.0				10.0
Sub-Total Hours - Task 020 - Drainage Analysis	4.0	13.5	47.0	42.0	68.0	1.0	175.5
Task 030 - Utility Coordination							
Resubmit Utility Contact List & Request Letters to Non-Respondents		0.0	1.0				1.0
Update Gather & Review Existing Utility As-Builts/Records		1.0	2.0	4.0			7.0
Update Utility Base Maps		0.0	2.0	2.0	6.0		10.0
Coordination with Impacted Utilities		4.0	16.0				20.0
Update Utility Documents for EDR		1.0	4.0			1.0	6.0
Assemble and Submit Utility Clearance Letters		0.5	1.0			1.0	2.5
QA/QC All Documents	2.0	2.0					4.0
Sub-Total Hours - Task 030 - Utility Coordination	2.0	6.5	26.0	6.0	6.0	2.0	50.5
Task 040 - Storm Water Pollution Prevention Plan							
Gather & Review Data/Requirements		0.0	1.0				1.0
Update SWPPP Plans		0.0	1.0	2.0	12.0		15.0
Update SWPPP Binder		0.0	1.0	2.0	1.0	2.0	6.0
QA/QC All Documents	2.0	2.0					4.0
Sub-Total Hours - Task 040 - Storm Water Pollution Prevention Plan	2.0	2.0	3.0	4.0	13.0	2.0	26.0
Sub-Total Hours - Pre-Final Design Phase	6.0	46.0	84.0	52.0	87.0	11.0	286.0
Sub-Total Labor Cost - Pre-Final Design Phase	\$ 1,096.00	\$ 6,900.00	\$ 10,332.00	\$ 6,154.00	\$ 6,084.00	\$ 748.00	\$ 30,482.00
<b>FINAL DESIGN PHASE</b>							
Task 010 - Project Management							
Kick-Off Meeting							0.0
Internal Kick-Off Meeting							0.0
Final Review Meeting		2.0	2.0			2.0	6.0
Coordination with City/EPA/Other Agencies		6.0	4.0				12.0
General Administration		6.0				2.0	8.0
Sub-Total Hours - Task 010 - Project Management	0.0	18.0	6.0	6.0	6.0	4.0	28.0
Task 020 - Drainage Analysis							
Field Investigations		1.0	2.0				3.0
Finalize Review Existing As-builts, Design Reports, etc.		1.0	2.0		1.0		4.0
Assimilate Project Design Criteria		0.0	0.0				0.0
Update and Finalize Analyze/Calculate Existing Conditions		1.0	1.0	2.0	4.0		8.0
Update and Finalize Analyze/Calculate Proposed Conditions		1.0	2.0	4.0	6.0		13.0
Update and Finalize Drainage Plans and Details		1.0	6.0	16.0	24.0		48.0
Update and Finalize Opinion of Probable Construction Cost		1.0	2.0	1.0	4.0		8.0
Update and Finalize Drainage Documents for EDR		1.0	4.0		1.0	1.0	7.0
QA/QC All Documents	4.0	4.0	2.0				10.0
Sub-Total Hours - Task 020 - Drainage Analysis	4.0	11.0	23.0	23.0	40.0	1.0	102.0
Task 030 - Utility Coordination							
Utility Contact List & Request Letters							0.0

**ATTACHMENT "B"**  
**CEA Engineering Group**  
**PROJECT BUDGET SHEET**  
**ATTACHMENT B**

PROJECT NAME:

EPIA-Reconstruction of Runway 4-22

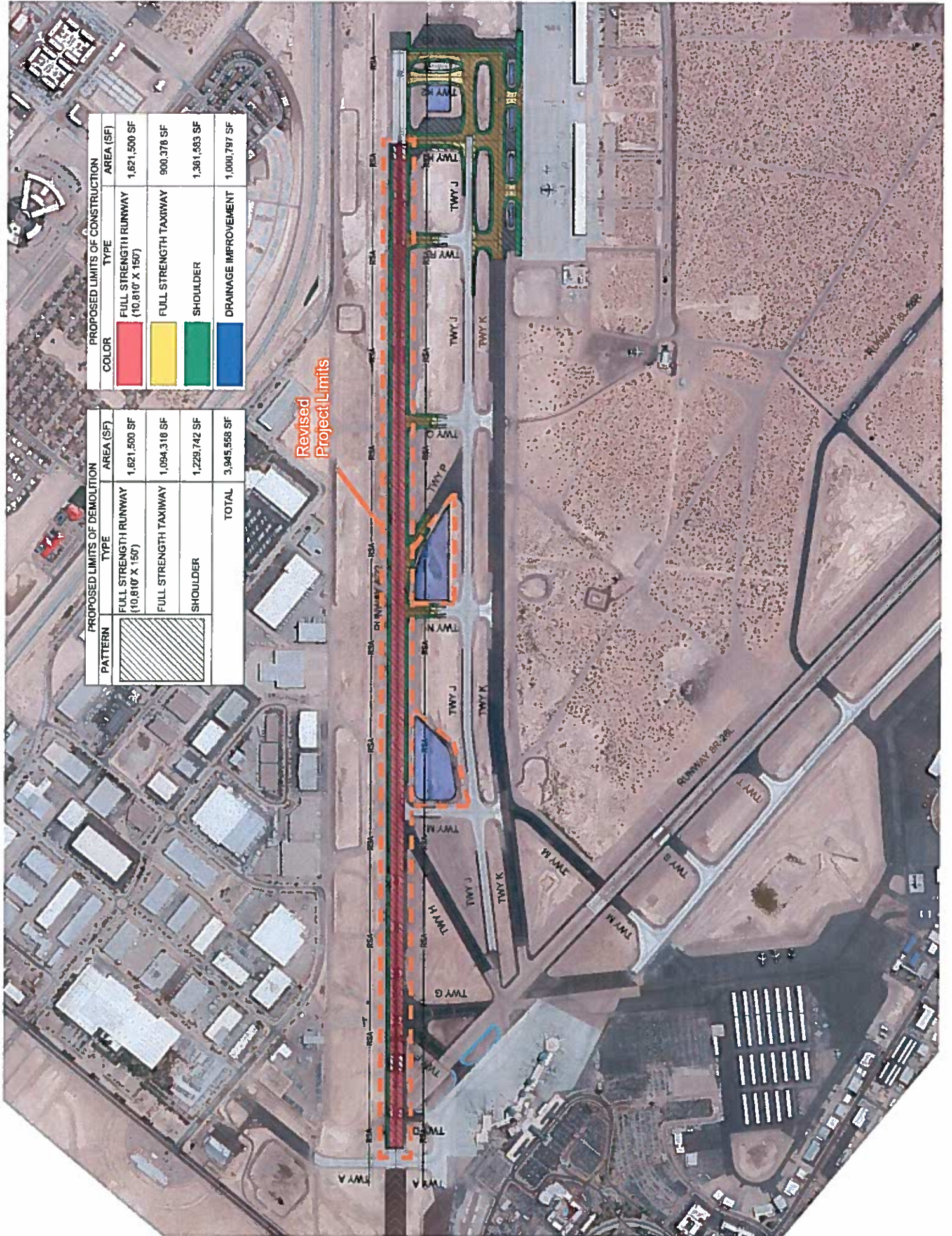
DATE: 3/10/2016

	SENIOR ENGINEER \$ 182.00	PROJECT MANAGER \$ 150.00	PROJECT ENGR \$ 123.00	DESIGN ENGR \$ 103.00	CADD \$ 70.00	ADMIN \$ 68.00	TOTAL HOURS
Update and Finalize Gather & Review Existing Utility As-Builts/Records		0.5	1.0	2.0			3.5
Update and Finalize Utility Base Maps		0.0	1.0		2.0		3.0
Coordination with Impacted Utilities		2.0	8.0				10.0
Update and Finalize Utility Documents for EDR		0.5	2.0			1.0	3.5
Assemble and Submit Utility Clearance Letters		2.0	0.5	1.0		1.0	2.5
QA/QC All Documents		2.0	2.0				4.0
Sub-Total Hours - Task 030 - Utility Coordination		2.0	8.5	13.0	2.0	2.0	28.5
Task 040 - Storm Water Pollution Prevention Plan							
Gather & Review Data/Requirements							0.0
Update and Finalize SWPPP Plans			0.5	1.0	4.0		5.5
Update and Finalize SWPPP Binder			0.5	1.0		1.0	2.5
QA/QC All Documents		2.0	2.0				4.0
Sub-Total Hours - Task 040 - Storm Water Pollution Prevention Plan		2.0	2.0	1.0	4.0	1.0	12.0
Sub-Total Hours - Final Design Phase		8.0	34.5	43.0	27.0	48.0	160.5
Sub-Total Labor Cost - Final Design Phase	\$ 1,456.00	\$ 6,175.00	\$ 5,289.00	\$ 2,781.00	\$ 3,220.00	\$ 544.00	\$ 18,485.00
<b>BID PHASE</b>							
Task 200 - Bid Phase Services							
Attend Pre-bid conference		2.0	2.0			2.0	6.0
Prepare addenda to drawings and specs.		4.0	8.0		12.0	2.0	26.0
Attend Bid Opening		2.0					2.0
Sub-Total Hours - Bid Phase		8.0	10.0	0.0	12.0	4.0	34.0
Sub-Total Labor Cost - Bid Phase	\$ -	\$ 1,200.00	\$ 1,230.00	\$ -	\$ 840.00	\$ 272.00	\$ 3,542.00
<b>CONSTRUCTION PHASE</b>							
Task 300 - Construction Phase Services							
Attend Pre-construction Conf		2.0	0.0			0.0	2.0
Attend Progress Meetings (Up to 30)		45.0				18.0	63.0
Site Visits (Up to 12)		9.0	9.0				18.0
Review Shop Drawings, Schedules, & other Const. Documents		8.0	16.0			2.0	26.0
Prepare Record Drawings		2.0	4.0		18.0	1.0	25.0
Sub-Total Hours - Construction Phase		66.0	29.0	0.0	18.0	18.0	130.0
Sub-Total Labor Cost - Construction Phase	\$ -	\$ 8,900.00	\$ 3,567.00	\$ -	\$ 1,120.00	\$ 1,202.00	\$ 15,879.00
<b>TOTAL DESIGN HOURS</b>	28.0	152.0	294.0	217.0	307.0	39.0	1033.0
<b>TOTAL BIDDING HOURS</b>	0.0	8.0	10.0	0.0	12.0	4.0	34.0
<b>TOTAL CONSTRUCTION HOURS</b>	0.0	66.0	29.0	0.0	18.0	18.0	130.0
<b>TOTAL PROJECT HOURS</b>	28.0	226.0	333.0	217.0	335.0	61.0	1198.0
<b>TOTAL DESIGN LABOR COST</b>	\$ 4,732.00	\$ 22,800.00	\$ 38,162.00	\$ 22,351.00	\$ 21,490.00	\$ 2,652.00	\$ 119,187.00
<b>TOTAL BIDDING LABOR COST</b>	\$ -	\$ 1,200.00	\$ 1,230.00	\$ -	\$ 840.00	\$ 272.00	\$ 3,542.00
<b>TOTAL CONSTRUCTION LABOR COST</b>	\$ -	\$ 8,900.00	\$ 3,567.00	\$ -	\$ 1,120.00	\$ 1,202.00	\$ 15,879.00
<b>TOTAL PROJECT LABOR COST</b>	\$ 4,732.00	\$ 33,900.00	\$ 40,959.00	\$ 22,351.00	\$ 23,450.00	\$ 4,216.00	\$ 129,508.00

PROPOSED LIMITS OF CONSTRUCTION		
COLOR	TYPE	AREA (SF)
Red	FULL STRENGTH RUNWAY (10,810' X 150')	1,621,500 SF
Yellow	FULL STRENGTH TAXIWAY	900,376 SF
Green	SHOULDER	1,361,883 SF
Blue	DRAINAGE IMPROVEMENT	1,000,797 SF

PROPOSED LIMITS OF DEMOLITION		
PATTERN	TYPE	AREA (SF)
Hatched	FULL STRENGTH RUNWAY (10,810' X 150')	1,621,500 SF
Hatched	FULL STRENGTH TAXIWAY	1,094,316 SF
Hatched	SHOULDER	1,229,742 SF
	TOTAL	3,945,558 SF

Revised Project Limits





**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.  
Survey Manager

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

March 15, 2016

Kimley-Horn and Associates, Inc.  
7740 North 16<sup>th</sup> Street Suite 300  
Phoenix, Arizona 85020

*Via E-Mail: Mike.Norby@kimley-horn.com*

Attn: Mr. Michael Norby, P.E.

Re: Pavement Design, Construction, Rehabilitation or Roughness FAA Airport GIS Surveying Services for As-built of EPIA Runway 4-22 project being a portion of Sections 28, 29, 31 and 32, Block 80, Township 2, Texas and Pacific Railway Company Surveys  
Proposal No. 2016-0323

Dear Mr. Norby:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the above referenced project. The following is our proposed Scope of Work.

**SCOPE OF WORK NO. 1:**

- .01 Go through security background/badging application process.
- .02 Provide a Survey and Quality Control Plan AC-150/5300-16a/17c/18b.
- .03 Establish or validate Airport Geodetic Control AC-150/5300-16a.
- .04 Perform, document and report the tie to National Spatial Reference System (NSRS) AC-150/5300-16a.
- .05 Survey runway end(s)/threshold(s) AC-150/5300-18b.
- .06 Monument runway end(s)/threshold(s) AC-150/5300-18b.
- .07 Document runway end(s)/threshold(s) AC-150/5300-18b.
- .08 Identify and survey any displaced threshold(s) AC-150/5300-18b.
- .09 Document displaced threshold(s) AC-150/5300-18b.
- .10 Determine or validate runway length AC-150/5300-18b.
- .11 Determine or validate runway width AC-150/5300-18b.
- .12 Determine runway profile using 50 foot stations AC-150/5300-18b.
- .13 Determine runway profile using 10 foot stations AC-150/5300-18b.
- .14 Determine the touchdown zone elevation (TDZE) AC-150/5300-18b.
- .15 Collect and document VOR receiver checkpoint location and associated data AC-150/5300-18b.
- .16 Collect and document helicopter touchdown lift off area (TLOF) AC-150/5300-18b.
- .17 Collect and document helicopter final approach and takeoff area (FATO) AC-150/5300-18b.
- .18 Provide a final Project Report AC-150/5300-16a/18b.

**SCOPE OF WORK NO. 2:**

- .01 Address all comments from FAA Airport GIS pertaining to the Pavement Design, Construction, Rehabilitation or Roughness As-built Survey.

**EXEMPTIONS:**

The above Scope of Work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; easement descriptions; soils investigation and testing; civil engineering improvement plans; environmental reports; construction staking; storm water pollution prevention plan implementation and monitoring; application fees; permit fees and any other item not specifically listed in the above Scope of Work.

**BASIS OF COMPENSATION:**

We propose that Brock & Bustillos Inc. be paid a Lump Sum price of \$47,150.00 for the above Scope of Works No. 1 and No. 2, to be billed on a progressive monthly basis. Terms of payment and charges for additional work will be done in accordance with the City's Master Contract Conditions.

**Kimley Horn and Associates, Inc.**  
Attn: Mr. Mike Norby, P.E.  
FAA Airport GIS Surveying Services  
for As-built of EPIA Runway 4-22  
Proposal No. 2016-0323  
March 15, 2016  
Page 2 of 3

**TERMINATION AGREEMENT:**

This agreement may be terminated without cause at anytime prior to completion of work by either "**Kimley Horn and Associates, Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Kimley Horn and Associates, Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

**ACCEPTANCE:**

If this proposal meets with your approval, we will proceed with the services upon receipt of one signed copy of your standard contract and a written authorization to proceed. Please feel free to contact me if you have any questions or would like to schedule a meeting to discuss this proposal further in detail. We look forward to serving you on this project.

Sincerely,

**BROCK & BUSTILLOS INC.**



Aaron Alvarado, R.P.L.S.  
Vice President – Surveying

Attachment: (1) Other Terms and Conditions

## OTHER TERMS AND CONDITIONS

Brock & Bustillos Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

### **Service Fees:**

The total fee shall be understood to be an estimate unless the agreement is for a Lump Sum amount. The estimate shall not be exceeded by ten percent without written approval of the Client. For the services of the Engineer's staff (except survey personnel covered below) the charge will be the "Salary Cost" of each employee so engaged plus a multiplier of 2.5. "Salary Cost" is defined as the cost of salaries of the Engineer's employees for time directly chargeable to the Project, plus cost of social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. The overtime premium (required by the Fair Labor Standards Act for nonexempt classifications) for draftsmen and technician classifications will be charged for overtime hours worked because of the Client's requirements, and upon his specific authorization.

For the Engineer's survey crews, the following schedule of rates applies. Overtime rate applies for hours in excess of eight (8) per day, Saturday, Sunday and Holidays.

	<u>BASIC RATE</u>	<u>OVERTIME RATE</u>
Two-Man Party	\$131.00/Hour	\$181.00/Hour
Three-Man Party	\$199.00/Hour	\$246.00/Hour
Two-Man w/Prof. Surveyor as Party Chief	\$209.00/Hour	\$236.00/Hour

### **Direct Expenses:**

For all direct expense, including supplies, transportation, telephone toll charges, reproductions, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge will be invoice cost plus 10 percent. Travel by vehicles owned by the Engineer will be at 57.5 cents per mile and surveying vehicles will be at 92 cents per mile.

### **Outside Services:**

For outside services, such as soil investigations, laboratory tests, or retaining special consultants, Client may contract directly with a third party for such services, or may contract through Brock & Bustillos Inc. If such contracts are made through Brock & Bustillos Inc., a service charge of 10 percent will be added to the net amount of the contract.

### **Indemnification:**

The Client shall indemnify and hold harmless Brock & Bustillos Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Brock & Bustillos Inc.), or anyone for whose acts any of them may be liable.

### **Risk Allocation:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and Brock & Bustillos Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Brock & Bustillos Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such caused include, but are not limited to Brock & Bustillos Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### **Ownership of Documents:**

All documents produced by Brock & Bustillos Inc. under this agreement shall remain the property of Brock & Bustillos Inc. and may not be used by the Client for any other endeavor without the written consent of Brock & Bustillos Inc.

### **Dispute Resolution:**

Any claim or dispute between the Client and Brock & Bustillos Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of State of Texas.

### **Sales Tax and Gross Receipts Tax:**

**The State of Texas has imposed sales tax on certain boundary related survey services. When applicable, the invoice will show total amount of taxable services, percentage rate of sales tax, and amount of sales tax charged.**

**The State of New Mexico imposes a gross receipts tax on all professional services performed in New Mexico. The gross receipts tax rates varies throughout the state of New Mexico depending on the location of the project site. Gross receipts tax will be added to all costs for services performed in the State of New Mexico.**

### **Billings/Payments:**

Invoices for Brock & Bustillos Inc.'s services shall be submitted either upon completion of such services or on a monthly basis. Payment to the Engineer will be due upon receipt of monthly invoices. If Client fails to pay the Engineer the full invoice amount within thirty (30) days of receipt, Client will be charged for collection efforts in accordance with this Compensation Schedule. If payment is not received by the 60<sup>th</sup> day, a Work Stoppage Order will become effective. If payment is not received by the 75<sup>th</sup> day, a Mechanic's Lien will be filed with the County Clerk's Office in pursuit of payment for professional surveying and/or engineering services, in accordance with the procedures as outlined in the most current edition of the Texas Property Code. Aged invoices will begin accumulating collection fees and 1.50% interest per month based on an average APR of 18.0 % per year after the 100<sup>th</sup> day of the invoice.



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.  
Survey Manager

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

February 8, 2016

Kimley Horn and Associates, Inc.  
7740 North 16<sup>th</sup> Street Suite 300  
Phoenix, Arizona 85020

*Via E-Mail: Mike.Norby@kimley-horn.com*

Attn: Mr. Michael Norby, P.E.

Re: Surveying Services for EPIA Runway 4-22 Reconstruction Project being a portion of Sections 28, 29, 31 and 32, Block 80, Township 2, Texas and Pacific Railway Company Surveys  
Proposal No. 2015-1212REV1

Dear Mr. Norby:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the above referenced project. The following is our proposed Scope of Work.

**SCOPE OF WORK:**

**100 PRELIMINARY DESIGN PHASE**

**(Research, Utility Field Coordination & Surveying)**

- .01 Attend kick-off Meeting w/COEP & EPIA.
- .02 Go through security background/badging application process.
- .03 Locate and measure the existing Geodetic Control (PACS/SACS) inside EPIA airfield.
- .04 Establish a maximum of eight (8) horizontal and vertical temporary control points to be used during construction.
- .05 Horizontal coordinates will be referenced to the existing PACS and SACS, NAD 83 (2011) Adjustment, Epoch 2010.00.
- .06 Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID12A.
- .07 Submit a request to all local utility companies for copies of any as-built utility maps to assist with the Utility Quality Level B investigation for the project area.
- .08 Coordinate and meet with underground utility locating contractor at the project site.
- .09 Locate and measure utility markings set by underground utility locating contractor.
- .10 Coordinate with Geotech Engineer to stake the locations of sixteen (16) cores/bores.
- .11 Perform a topographic and improvement survey of the area detailed on the survey limit map provided by client. The survey shall include spot elevations on a 25 feet x 25 feet grid on all paved surfaces and a 50 feet x 50 feet grid on all dirt areas. All mesquite hills, utility markings and existing improvements will also be located.
- .12 QA/QC survey data and process survey control data files and topographic data files.
- .13 QA/QC all survey field notes and sketches.
- .14 Generate a digital terrain model (DTM) and produce a topographic and improvement map of the project area with a contour interval of one foot.
- .15 Research public records for any utility easements within the project limits.
- .16 Overlay any found easements onto the topographic and improvement survey.
- .17 Overlay all underground utilities marked by utility locating contractor onto topographic and improvement survey.
- .18 Prepare a preliminary topographic and utility base-map for project area.
- .19 Submit preliminary topographic and utility base-map for project area to KHA and utility locating contractor for review.

Kimley Horn and Associates, Inc.  
Attn: Mr. Mike Norby, P.E.  
EPIA Runway 4-22 Reconstruction Project  
Surveying & Coordination Services  
Proposal No. 2015-1212REV1  
February 9, 2015  
Page 2 of 3

**200 PRE-FINAL DESIGN PHASE**  
**Utility Field Coordination & Surveying**

- .01 Address all comments from utility locating contractor pertaining to the topographic and utility base-map.
- .02 Address all comments from KHA pertaining to the topographic and utility base-map.
- .02 Final walkthrough, review, edits and deliver topographic and utility base map to KHA.

**300 FINAL DESIGN PHASE**  
**Utility Field Coordination & Surveying**

- .01 Address comments to the final topographic and utility base-map.

**EXEMPTIONS:**

The above Scope of Work excludes the following: boundary survey; ALTA/ACSM Land Title Survey, easement descriptions; requirements to meet FAA AC Circulars 16, 17 and 18, soils investigation and testing; structural retaining improvements; environmental reports; construction staking; storm water pollution prevention plan implementation & monitoring; application fees; permit fees and any other item not specifically listed in the above Scope of Work.

**BASIS OF COMPENSATION:**

We propose that Brock & Bustillos Inc. be paid a Lump Sum price of **\$148,000.00** for the above Scope of Work, to be billed on a progressive monthly basis. Terms of payment and charges for additional work will be done in accordance with the City's Master Contract Conditions.

**TERMINATION AGREEMENT:**

This agreement may be terminated without cause at anytime prior to completion of work by either "*Kimley Horn and Associates, Inc.*" or ***Brock & Bustillos Inc.*** by seven days written notice to the other. Upon termination, "*Kimley Horn and Associates, Inc.*" will owe ***Brock & Bustillos Inc.*** for all compensation earned under this Agreement the date of termination.

**ACCEPTANCE:**

If this proposal meets with your approval, we will proceed with the services upon receipt of one signed copy of your standard contract and a written authorization to proceed. Please feel free to contact me if you have any questions or would like to schedule a meeting to discuss this proposal further in detail. We look forward to serving you on this project.

Sincerely,

**BROCK & BUSTILLOS INC.**



Aaron Alvarado, R.P.L.S.  
Vice President – Surveying

Attachment: (1) Other Terms and Conditions  
(2) Exhibit A – Survey Limits-Revised

## OTHER TERMS AND CONDITIONS

Brock & Bustillos Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

### **Service Fees:**

The total fee shall be understood to be an estimate unless the agreement is for a Lump Sum amount. The estimate shall not be exceeded by ten percent without written approval of the Client. For the services of the Engineer's staff (except survey personnel covered below) the charge will be the "Salary Cost" of each employee so engaged plus a multiplier of 2.5. "Salary Cost" is defined as the cost of salaries of the Engineer's employees for time directly chargeable to the Project, plus cost of social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. The overtime premium (required by the Fair Labor Standards Act for nonexempt classifications) for draftsmen and technician classifications will be charged for overtime hours worked because of the Client's requirements, and upon his specific authorization.

For the Engineer's survey crews, the following schedule of rates applies. Overtime rate applies for hours in excess of eight (8) per day, Saturday, Sunday and Holidays.

	<u>BASIC RATE</u>	<u>OVERTIME RATE</u>
<b>Two-Man Party</b>	<b>\$131.00/Hour</b>	<b>\$181.00/Hour</b>
<b>Three-Man Party</b>	<b>\$199.00/Hour</b>	<b>\$246.00/Hour</b>
<b>Two-Man w/Prof. Surveyor as Party Chief</b>	<b>\$209.00/Hour</b>	<b>\$236.00/Hour</b>

### **Direct Expenses:**

For all direct expense, including supplies, transportation, telephone toll charges, reproductions, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge will be invoice cost plus 10 percent. Travel by vehicles owned by the Engineer will be at 57.5 cents per mile and surveying vehicles will be at 92 cents per mile.

### **Outside Services:**

For outside services, such as soil investigations, laboratory tests, or retaining special consultants, Client may contract directly with a third party for such services, or may contract through Brock & Bustillos Inc. If such contracts are made through Brock & Bustillos Inc., a service charge of 10 percent will be added to the net amount of the contract.

### **Indemnification:**

The Client shall indemnify and hold harmless Brock & Bustillos Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Brock & Bustillos Inc.), or anyone for whose acts any of them may be liable.

### **Risk Allocation:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and Brock & Bustillos Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Brock & Bustillos Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such caused include, but are not limited to Brock & Bustillos Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### **Ownership of Documents:**

All documents produced by Brock & Bustillos Inc. under this agreement shall remain the property of Brock & Bustillos Inc. and may not be used by the Client for any other endeavor without the written consent of Brock & Bustillos Inc.

### **Dispute Resolution:**

Any claim or dispute between the Client and Brock & Bustillos Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of State of Texas.

### **Sales Tax and Gross Receipts Tax:**

**The State of Texas has imposed sales tax on certain boundary related survey services. When applicable, the invoice will show total amount of taxable services, percentage rate of sales tax, and amount of sales tax charged.**

**The State of New Mexico imposes a gross receipts tax on all professional services performed in New Mexico. The gross receipts tax rates varies throughout the state of New Mexico depending on the location of the project site. Gross receipts tax will be added to all costs for services performed in the State of New Mexico.**

### **Billings/Payments:**

Invoices for Brock & Bustillos Inc.'s services shall be submitted either upon completion of such services or on a monthly basis. Payment to the Engineer will be due upon receipt of monthly invoices. If Client fails to pay the Engineer the full invoice amount within thirty (30) days of receipt, Client will be charged for collection efforts in accordance with this Compensation Schedule. If payment is not received by the 60<sup>th</sup> day, a Work Stoppage Order will become effective. If payment is not received by the 75<sup>th</sup> day, a Mechanic's Lien will be filed with the County Clerk's Office in pursuit of payment for professional surveying and/or engineering services, in accordance with the procedures as outlined in the most current edition of the Texas Property Code. Aged invoices will begin accumulating collection fees and 1.50% interest per month based on an average APR of 18.0 % per year after the 100<sup>th</sup> day of the invoice.



COLOR

LIMITS OF



**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

For the Project known as "EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the Capital Improvement Department, in the performance of the services requested under the construction phase of this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a completed project within the allocated budget that meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT PHASE (NOT APPLICABLE)**

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

**PHASE I - PRELIMINARY DESIGN PHASE**

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

**PHASE II - PRE-FINAL DESIGN PHASE**

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications**." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

**PHASE III - FINAL DESIGN PHASE**

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

**BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

**CONSTRUCTION PHASE**

The Construction Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required, by agreement between the Consultant and the Owner. During the Construction Phase the Consultant shall:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the Director of the Capital Improvement Department and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using AIA, G704-2000 version when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

- nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
  16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
  17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
  18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
  19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
  20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
  21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
  22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
  23. Provide additional or extended services during construction made necessary by: a) work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal city working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.
  24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
  25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

**ADDITIONAL SERVICES OF THE CONSULTANT**

**GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

**RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the Director of the Capital Improvement Department before such services begin.

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT "D"**

**PAYMENT AND DELIVERABLE SCHEDULES**

For the Project known as "EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22" hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE MILLION EIGHT HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED THIRTY THREE DOLLARS AND 18/100 DOLLARS (\$1,826,833.18)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

**Fixed fee Payment to Consultant**

<b>Report Phase</b>	<b>NOT APPLICABLE</b>
<b>Preliminary Design Phase</b>	<b>\$ 883,543.73</b>
<b>Pre-Final Design Phase</b>	<b>\$ 241,868.99</b>
<b>Final Design Phase</b>	<b>\$128,985.06</b>
<b>Bidding &amp; Construction Phase</b>	<b>\$ 572,435.40</b>

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. The time shown in Attachment B is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

**Transportation costs and Reimbursable Limits:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

ATTACHMENT "D"

PAYMENT AND DELIVERABLE SCHEDULES

**Airline Costs:** The City will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket "reissue fee" is reimbursable only if the change was at the City's request or change in meeting because of the City.

**Personal Automobile Mileage:** Up to the rate of .575 cents per mile or the current State of Texas rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Automobile Rentals:** Not to exceed \$50.00 per day plus applicable taxes. Extra optional insurance or rental gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable.

**Hotel Rates:** Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed \$92.00 per day plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

**Meals (Food Costs):** Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of \$51.00 per day or current State of Texas rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$17.00 and Dinner \$26.00 and are adjusted proportionately to a change in the current state rate.*

**Other – Taxi, Bus, Limousine, Subway, etc.:** Only reasonable and prudent costs (with explanations) are reimbursable. *Tips are not reimbursable.*

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Receipts:** Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). 9. Communication Costs. *Tips and alcohol are not reimbursable.*

## ATTACHMENT "D"

### PAYMENT AND DELIVERABLE SCHEDULES

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with Owner's fiscal year.

### DELIVERABLE SCHEDULE

#### REPORT PHASE (NOT APPLICABLE)

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

#### PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **15 copies** of any required documents and opinion of probable construction costs shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

#### PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within **45 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

#### PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **3 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **30 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **30 copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **10 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

#### PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **5 copies** of all addenda to the Owner for appropriate action within **7 consecutive calendar days**.

#### PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty (60) days from the date of substantial completion.

**ATTACHMENT "E"**

**FEDERAL AVIATION ADMINISTRATION CLAUSES**

**ATTACHMENT "F"**  
**CERTIFICATE OF INSURANCE**

## ATTACHMENT "F"

### FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

**In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".**

**If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.**

#### **A. GENERAL REQUIREMENT FOR CONTRACT**

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### **B. FAILURE TO COMPLY**

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

#### **C. CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS AND REPORTS** (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration,

and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all AIP-funded projects) (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

### **BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

#### **Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

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## **Certificate of Buy American Compliance for Total Facility**

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing US domestic products
  3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

\*\*\*\*\*

**Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  - a. Only installing steel and manufactured products produced in the United States, or;
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  - 2. To faithfully comply with providing US domestic product
  - 3. To furnish US domestic product for any waiver request that the FAA rejects
  - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
    - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
    - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

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

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

5. **CIVIL RIGHTS-TITLE VI ASSURANCE (all projects)**

**Title VI Solicitation Notice:**

The City of El Paso, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Compliance with Nondiscrimination Requirements**

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

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

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**6. CLEAN AIR AND WATER POLLUTION CONTROL (all AIP funded contracts that exceed \$150,000)**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all AIP funded contracts that exceed \$100,000)**

**1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual

laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

### 4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## 8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all AIP funded contracts that exceed \$25,000)

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## 9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

### **Solicitation Language**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 5 days of receiving the Owners notice of award" or "with the proposal documents as a condition of bid responsiveness"]

#### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of El Paso to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

#### **10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force

and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

**11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded Projects over \$100,000)**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)**

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

**13. RIGHTS TO INVENTIONS (all AIP-funded projects)**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

**14. TERMINATION OF CONTRACT (contracts AIP funded projects that exceed \$10,000)**

**Termination for Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

**b) Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

16. **AFFIRMATIVE ACTION REQUIREMENT** (all AIP-funded Projects over \$10,000)  
(The professional service agreement includes construction work (as defined above) that exceed \$10,000. Examples include installation of noise monitoring systems.)

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: *[sponsor must insert established goal]*

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is *[sponsor must insert state, county, and city]*.

17. **COPELAND "ANTI-KICKBACK" ACT (all AIP-funded projects over \$2,000) (where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5)**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

18. **DAVIS-BACON REQUIREMENTS (all AIP-funded projects over \$2,000) (where Professional Service Agreements (PSA) includes tasks that meet the definition of**

**construction, alteration or repair as defined in 29 CFR Part 5)**

**1. Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting

officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the

wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**19. DISTRACTED DRIVING (all AIP-funded Projects over \$3,000)**

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

**20. ENERGY CONSERVATION REQUIREMENTS(all AIP-funded Projects)**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

**21. EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.) (all AIP-funded Projects over \$10,000)**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising

the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **A15.3.2 EEO Specification**

#### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

##### **1. As used in these specifications:**

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction

project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor

who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**22. PROHIBITION OF SEGRATED FACILITIES (E.E.O.) (all AIP-funded Projects over \$10,000) (Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60)**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**23. PROCUREMENT OF RECOVERED MATERIALS (all AIP-funded Projects where the professional services contract includes the procurement of a product that**

**exceeds \$10,000).**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/conserva/tools/cpg/products/](http://www.epa.gov/epawaste/conserva/tools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

**24. SEISMIC SAFETY (all AIP-funded Projects that involve the construction of new buildings or structural addition to existing buildings).)**

**Seismic Safety**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**A22.3.2 Construction Contracts  
Seismic Safety**

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

**25. VETERAN’S PREFERENCE (all AIP-funded Projects).**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## A/E SELECTION SUMMARY

<b>Project Name:</b>	<b>El Paso International Airport Reconstruction of Runway 4 - 22</b>		
<b>Department Requesting Approval:</b>	El Paso International Airport	<b>District:</b>	3

<b>SCOPING AND EVALUATION TEAM</b>	<b>REQUEST FOR QUALIFICATIONS (RFQ)</b>
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Sam Rodriguez, P.E. - El Paso International Airport	<b>Date issued:</b>	Wednesday, September 02, 2015
Lili Guterrez - El Paso International Airport		
Terry Sharpe - El Paso International Airport	<b>Date submittals due:</b>	Wednesday, October 07, 2015
Margaret Schroeder, P.E. - Capital Improvement Department		

### Firms that Submitted a Statement of Qualifications (SOQ)

AECOM	Huitt-Zollars, Inc.	Kimley-Horn and Associates, Inc.	Lockwood, Andrews & Newman, Inc.
R S & H			

<b>SCHEDULE</b>	<b>FINALISTS (in ranked order)</b>
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<b>Final recommendation:</b>	Wednesday, November 04, 2015	1	Kimley-Horn and Associates, Inc.
<b>Date finalists notified:</b>	Wednesday, November 04, 2015	2	Huitt-Zollars, Inc.
		3	R S & H
<b>Consultants recommended for award:</b>			
		1	Kimley-Horn and Associates
<b>City Council Agenda date for recommended award:</b>			
	Tuesday, April 19, 2016		



# Agenda Item 18.1

## EPIA Reconstruction of Runway 4-22

### **Strategic Plan Goal:**

- 1) Create an Environment Conducive to Strong, Sustainable Economic Development**
- 7) Enhance and Sustain El Paso's Infrastructure Network**

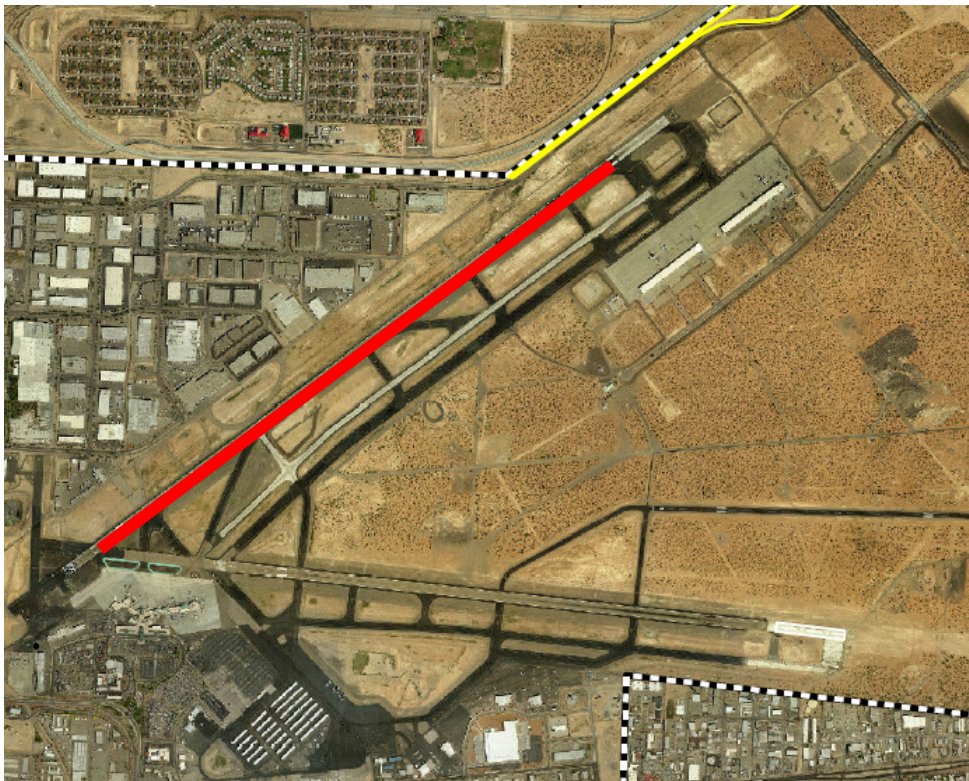
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# EPIA Reconstruction of Runway 4-22

## Project Limits



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# EPIA Reconstruction of Runway 4-22

## Scope of Work- Design Services Contract

**Project Scope includes:**

- **Runway 4-22: Reconstruction of 10,020' of Runway Pavement (Concrete)**
- **Portions of Taxiways N, P, Q, and R within the Runway Safety Areas.**
- **Includes FAA coordination**
  - **GIS Submittal**
  - **Safety Review Meeting**
  - **Construction Safety and Phasing Plan**
  - **Construction Management Plan**
  - **Design and Final Construction Engineer's Report**
- **Construction Phasing will be critical due to hot weather operations (Runway length is required for summer operations)**

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# EPIA Reconstruction of Runway 4-22

## Schedule/Budget

**Complete Design by March 2017**

**Bid out and contract by July 2017 (tentative)**

**Mobilize and prepare for construction August 2017 (tentative)**

**Begin Construction September 2017 (tentative)**

**Total Project Budget: \$30 million (Funding: Passenger Facility Charge)**

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# EPIA Reconstruction of Runway 4-22

## Design Contract

- **Kimley-Horn and Associates**
- **Contract Award: \$1,826,833.18**
- **A/E Selection process.**
- **5 Firms Submitted – All non local**
- **Local Subs: CEA Group, Brock and Bustillos**

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# EPIA Reconstruction of Runway 4-22

## Design Contract

Questions?

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