

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

**DEPARTMENT:** Capital Improvement  
**AGENDA DATE:** August 22, 2017  
**CONTACT PERSON/PHONE:** Andrew Goh, P.E., Capital Improvement City Engineer, 212-0065

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 1: Create an Environment Conducive to Strong Sustainable Economic Development

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **PARKHILL, SMITH & COOPER, INC.**, a Texas Corporation, for a project known as “**EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**”, for an amount not to exceed TWO MILLION EIGHT HUNDRED FIFTY THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS (\$2,850,140.00); and that the City Engineer be authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for the proper execution of the Project and the increased amount are within the appropriate budget identified for the for the Project; 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.

**BACKGROUND / DISCUSSION:**

This professional services agreement will provide construction management and inspection services for the reconstruction of the El Paso International Airport Runway 4-22 project.

The existing runway will be removed and replaced with asphalt concrete surface in accordance with Federal Aviation Administration standards. Existing runway lights, signage and marking will also be replaced. The project is scheduled to be constructed in two phases over two winters (2017-18 and 2018-19) in order to open the runway during the summer months as required for aircraft operations. The project has been coordinated with all the airlines and airport tenants.

Construction management and inspection services is required to provide daily management and inspection services for the construction project. The consultant will assure that federal requirements and specifications are being followed. This is a compressed construction schedule of 10 months and will require multiple staff to complete the services.

The Capital Improvement Department completed the Architect/Engineer Selection Process based on qualifications as required by State procurement law and included the participation of impacted user departments in the evaluation committee.

**SELECTION SUMMARY:**

Selection of consultants was made thru City of El Paso Architect/Engineer (A/E) Selection policy.

**PROTEST**

No protest received for this requirement.

Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? Yes or  Not Applicable (Routine)  
If yes, select the applicable districts.

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- All Districts

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

562-62330-580240-3080-G620AIP32 Airport/Federal Aviation Administration – Airport Improvement Program  
562-62330-580270-3040-G620AIP32 - Passenger Facility Charge

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



**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 **PARKHILL, SMITH & COOPER, INC.**, a Texas Corporation, for a project known as **“EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES”**, for an amount not to exceed TWO MILLION EIGHT HUNDRED FIFTY THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS (\$2,850,140.00); and that the City Engineer be authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for the proper execution of the Project and the increased amount are within the appropriate budget identified for the for the Project; 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 \_\_\_\_\_ 2017.**

CITY OF EL PASO:

\_\_\_\_\_  
Dee Margo, Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
Interim City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT

\_\_\_\_\_  
Andrew H. Goh, P.E., City Engineer  
Capital Improvement Department

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES  
CONSTRUCTION MANAGEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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 PARKILL, SMITH & COOPER, INC., a Texas Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional project management services for the project known "EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES", hereinafter referred to as the "Project", as further described in Attachments "A" and "C"; and

WHEREAS, 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 prepared by Consultant
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"	Insurance Certificate
Attachment "F"	Federal Aviation Administration Contract Provisions for Airport Improvement Program Projects

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 Consultant shall complete the Scope of Services as further described in Attachments "A" and "C".

2.2 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 this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction 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 Project's the 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 City Engineer 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 City Engineer 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. City Engineer 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 **TWO MILLION EIGHT HUNDRED FIFTY THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS (\$2,850,140.00)** 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 **Attachment "D"**.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

**3.2 CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

**3.3 CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **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 (90) 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 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 the Project. 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 BUDGET.** The Consultant acknowledges that the total project budget for the Project is Thirty Two Million and No/100 Dollars (\$32,000,000.00). The total Project budget includes all construction, engineering, administrative costs, and land acquisition. The anticipated construction time for the Project is **730 consecutive calendar days**.

**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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. Should the Consultant's services be suspended for a period longer than one year, either during the initial two year term or during any option period, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period.

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

**4.2.1 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.

**4.2.2 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.

**4.2.3 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 procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. 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**  
\$1,000,000.00 Per Occurrence  
\$2,000,000.00 General Aggregate  
\$2,000,000.00 Products/Completed Operations Aggregate  
\$1,000,000.00 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, 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 Agreement.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer 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.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify hold harmless, and defend 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 any negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's officers, directors, partners, agents, consultants or employees. 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.

--The Federal Highway Administration through a Local Project Funding Agreement through the Texas Department of Transportation.

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 EFFORTS.** It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of this contract. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, may also apply to this Project, in which case the award of this contract will be conditioned upon Consultant satisfying the DBE requirements. A DBE contract goal of 0.00% has been established for this Project. The Consultant shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant 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 Consultant'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 Consultant 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.

**6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.**

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Owner to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Owner, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Owner to enter into such litigation to protect the interests of Owner and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## 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 prudent considering the ordinary professional skill and care of a competent engineer or architect, 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 the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

**7.2 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 with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and 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.

**7.3 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.

**7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, 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 inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

**7.5 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.6 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.7 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.8 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.9 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.10 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:                                   The City of El Paso  
  Attn: City Manager  
  P. O. Box 1890  
  El Paso, Texas 79950-1890

With a Copy to:                                   The City of El Paso  
  Attn: City Engineer  
  P. O. Box 1890  
  El Paso, Texas 79950-1890

To the Consultant:

Parkhill, Smith & Cooper, Inc.,  
Attn: Michael Ramirez, P.E  
501 W. San Antonio  
El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.11 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.12 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:  
Parkhill, Smith & Cooper, Inc.**

\_\_\_\_\_  
Michael Ramirez, P.E.  
Firm Principal

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Andrew H. Goh, P.E., City Engineer  
Capital Improvement Department

**ACKNOWLEDGEMENTS**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by **Michael Ramirez, P.E.**, as **Firm Principal** of **Parkhill, Smith & Cooper, Inc.**

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

**My commission expires:**

\_\_\_\_\_



**ATTACHMENT "A"**  
**SCOPE OF SERVICES**

## ATTACHMENT "A"

### SCOPE OF WORK

#### PROJECT DESCRIPTION

Provide construction management & inspection Services for the El Paso International Airport Reconstruction of Runway 4-22.

The project consists of the reconstruction of Runway 4-22, existing shoulders, and portions of connecting taxiways. In addition to pavement reconstruction the project will include drainage improvements throughout the limits of the project, replacement of the runway and taxiway lights and signs, and various electronic equipment and appurtenances.

**The consultant shall provide construction, management, and inspection services for the following project:**

#### **Base Bid – Reconstruct Runway 4-22 and Construct Taxiway Connectors**

The Base Bid consists of the full depth reconstruction of Runway 4-22 (11,020 feet long by 150 feet wide) and a realignment of the vertical surfaces to meet current FAA standards. Also, included in the Base Bid is the full depth reconstruction of portions of the Taxiway Connectors "A", "D", "F", "G", "H", "M", "N", "Q" and "R". These connectors were also improved to meet current FAA Advisory Circular guidelines for Geometrics and vertical requirements.

The project will require excavation and embankment work as shown in the plans and as specified in P-152. The Base Bid also encompasses work that includes airport safety and security, storm water pollution prevention, all construction surveying and layout, existing utility location, Contractor quality control, pavement saw cutting, pavement removal, excavation and grading, Asphalt surface and base course, Portland cement concrete, crushed aggregate base course, soil-cement stabilization, asphalt surface course shoulder pavement, paint marking, electrical conduit, light & signage installation, drainage pipe and inlet removal and installation, and Engineer's field and laboratory office.

#### **SEQUENCE OF CONSTRUCTION**

The following scheduling requirements are being provided to serve as supplemental information in preparation of the bid, as well as the sequencing of construction. It is the intent of this project to close Runway 4-22 completely for two separate 5 month periods for construction. Construction phasing plans are included in the construction drawings. Phase 1 consist of the Reconstruction of a portion of Runway 4-22 (Sta 60+25 to Sta 120+20), and portions of connecting Taxiways "N", "Q", and "R". Phase 1 is scheduled for construction from October 2017 to Mid-February 2018. Phase 2 consist of the Reconstruction of the remaining Runway 4-22 (Sta 9+87.80 to Sta 60+25),

and portions of connecting Taxiways “A”, “D”, “F”, “G”, “H”, and “M”. Phase 2 is scheduled for construction from October 2018 to the end of Mid-February 2019. For the purposes of expediting the construction schedule, each phase is intended to include two separate crews working in different locations as shown in the plans. Each crew will be required to include a separate superintendent to manage each individual portion of construction.

It is not the intent of these sequencing, construction specifications or the construction plans to dictate to the Contractor his/her means and methods for the construction of this project. The Contractor shall review all provisions specified and the construction plans and submit his work plan, schedule, and quality control plan to the Engineer five (5) days prior to the official Preconstruction Meeting for review prior to construction. The project milestones and contract durations are as follows: Contract Duration in Calendar Days

**Project Footprint:** The total area of the project is approximately 106 acres consisting of Runway 4-22 and the connecting Taxiways.

**Construction Project Budget:** \$32 million (estimated)

**Funding Source:** FAA- EPIA

**Estimated Construction Start Date:** October 2017

**Estimated Completion Date:** February 2019

**PROJECT GOALS:**

The construction management firm is expected to achieve the following goals:

- Administer construction contract;
- Coordinate construction activities amongst all stakeholders;
- Measure project progress and performance;
- Construction inspection, monitor quality and compliance with contract requirements;
- Constructability review;
- Negotiate change orders, estimate cost of work;
- Provide status reports;
- Construction documentation, meeting minutes, daily reports and other documentation as required;
- Provide value engineering recommendations;
- Review design alternatives, provide options to solutions;
- Coordinate all issues arising from the project to ensure the contractor has all the necessary information to complete the project; and,
- Monitor safety in the construction area and maintain alertness for any security threats that could impact the operation of EPIA.

## **KEY PROJECT OBJECTIVES:**

The construction management firm is expected to achieve the following:

- Assume the owner representative role in the construction of the project, coordinating directly with EPIA and Capital Improvement Department all related tasks and construction activities;
- Ensure the contractor is meeting all the requirements of the FAA for construction services;
- Advocate the interests of the City of El Paso;
- Implementation of creative and innovative approaches to problem solving;
- Provide effective and informative reports of the progress of construction;
- Implement an effective quality assurance program;
- Ensure the project will meet the intended results;
- Get badged before October 2017.

## **KNOWLEDGE AND SKILLS**

The consultant team shall have knowledge in the architectural, engineering and construction field and be familiar with engineering and construction practices. The consultant shall be familiar and have experience with the following:

- Pertinent Federal Aviation Administration (FAA) advisory
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Capital Improvement Department Design Manual for Construction
- Texas Commission and Environmental Quality (TCEQ) requirements
- Other local, state, and federal codes, ordinances, and requirements

The consultant team shall have the following skills and abilities:

- Must know how to use project management software PMWeb.
- Prepare and formulate cost estimates
- Prepare detailed requests for proposals
- Prepare detailed project schedules using Gantt Charts
- Review architectural and engineering drawings and specifications
- Effective conflict resolution skills
- Effective communication skills, both verbal and written
- Willingness to meet with stakeholders
- Multi-task several activities
- Prepare meeting agendas and meeting minutes

- Effective negotiation skills
- Effective organizational skills
- Track project and activity status
- Follow--up on pending items
- Economize project resources
- Effective public relation skills
- Prepare daily and monthly reports
- Review pay applications
- Keep a photo log
- Maintain an accurate and current submittal log

**Electronic Document Management:**

The construction management firm will be encouraged to minimize the use of large amounts of paper in an effort to promote a “green approach” to document management. PMWeb will be used to store, manage, view, review, comment and approve project documents. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Construction drawings
- Meeting minutes
- Project schedules
- Inspection reports
- Observation reports
- Material submittal documents
- Materials test reports
- RFI/RFC
- Pay applications
- Change order documents
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The construction management firm will be one of the administrators of the PMWeb software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software.

**ATTACHMENT "B"**  
**CONSULTANT'S FEE PROPOSAL AND HOURLY RATES**



*El Paso*

City of El Paso

El Paso International Airport  
**RECONSTRUCTION OF RUNWAY 4-22**  
**CONSTRUCTION MANAGEMENT SERVICES**

Fee Proposal | July 2017

REVISION 2



July 24, 2017

Mr. Samuel Rodriguez, PE  
El Paso International Airport  
6701 Convair Road  
El Paso, TX 79925

Re: El Paso International Airport Runway 4-22 Reconstruction – PSC Proposal for Construction Management Services (REV2 7/24/2017)

Dear Mr. Rodriguez:

At your request, we have revised our fee proposal based on our discussion on 7/21/2017 and our current understanding of the services requested, and are hereby submitting it for your review. A summary of our understanding and assumptions follows:

**PROJECT SYNOPSIS**

EPIA intends to move forward with the Reconstruction of Runway 4-22 (the Project). Based on the available information, the Project will be funded by Federal Aviation Administration (FAA) Grant #3-48-0077-037-2017 and Grant #3-48-0077-038-2018.

We understand that the Project consist of following elements:

- 1) Full-depth reconstruction of Runway 4-22, existing Runway shoulders and portions of connecting taxiways (D, F, G, H, N, Q, and R).
- 2) Reconstruction of a portion of Runway 4-22 and Taxiway A with full strength Portland Cement Concrete (PCC) pavement
- 3) Drainage improvements throughout the limits of the Project
- 4) Replacement of the runway and taxiway lights, signs, various electronic equipment, appurtenances and other related civil and electrical improvements

**PROJECT TEAM**

PSC understands that construction administration (CA) services will be provided by Kimley Horn and Associates (KHA) who will also be preparing the construction management plan (CMP). The Quality Assurance (QA) testing laboratory will be contracted directly to EPIA and will provide material acceptance services and coordination. The PSC Team will provide full-time Construction Management (CM) and Resident Project Representative (RPR) services. CM and RPR services will be provided for both project phases by:

1. Mark Haberer, PE, CM – Principal-in-Charge and Project Administration
2. Abhijit Bathe, PE – Assistant Construction Management Services
3. Joshua Alcantara, PE – Construction Management Services
4. Mark Carpenter – Lead Resident Project Representative (RPR)
5. Robert Watkins – Resident Project Representative Services
6. Gail Scott, EIT – Resident Project Representative Services
7. Marcy Trujillo/Shawn Tidwell – Electrical Engineering observation
8. Dr. Wayne Seiler, PE – Pavement Specialist
9. Barragan & Associates – QA spot check surveying



### Summary of Proposed PSC Scope

Please reference the fee sheets included for further detail on our proposed scope. Key items include:

1. Review of Construction Documents
2. Preconstruction Meeting for Phases 1 and 2
3. Asphalt Pavement Workshop for Phases 1 and 2
4. Concrete Pavement Workshop
5. Routine Project Management Tasks including report preparation, maintaining project filing system, monitoring correspondence, preparing and distributing meeting minutes and monitor construction against plans specification for adequacy
6. Coordinate contract activity with EPIA contract administrator
7. Providing monthly invoice and payroll verification
8. Contractor mobilization support
9. Full-time CM services (10hr/day, 6 days/week)
10. Full-time RPR services – Includes three staff at 10hr/day, 6 days/week to accommodate the Contractor's proposed work plan and in accordance with discussion from 7/17/2017 meeting.
11. As-needed site visits during Phases 1 and 2 (by Mark Haberer, PE and/or Abhijit Bathe, PE)
12. Consulting Services related to construction management practices regarding NOTAMS, RFIs, Submittal, Field Directives, Change Orders and Pay Applications
13. Pavement Specialist (Dr. Wayne Seiler) for addressing any as-needed pavement construction issues
14. Phase 1 and 2 – Grooving Services by CM
15. Phases 1 and 2 – Closeout Phase services including preparation of the Final Project Report

### Other Conditions of the Proposal

1. Construction Administration services will be provided by KHA.
2. KHA is responsible for:
  - Submittal Review
  - RFI response for requests related to design issues
  - Preparation of Field Directives related to design issues
  - Preparation of Construction Management Plan (CMP)
3. QA Material Testing Laboratory will be hired by EPIA and will be responsible for all QA material testing specified.
4. All QA material testing requirements will be specified in the Quality Control plan prepared as a part of the CMP.
5. Construction Manager shall have the authority to request additional testing at their discretion within reason.
6. Five weeks of grooving per phase has been considered based on our discussions with EPIA. The grooving operation will be overseen by the Construction Manager as suggested by EPIA. Grooving period is accounted for at 40hrs/week.
7. Construction Manager will exit the project during the transition time between phases. The Phase 1 closeout report will be performed in conjunction with Phase 2 closeout at the end of construction.
8. At EPIA's request, we have included CM and RPR services through the end of March 2018 for Phase 1 and March 2019 for Phase 2 as contingency for Contractor delay.
9. RPR staffing addresses two Contractor crews working at all times, including two independent asphalt paving crews.
10. Based on the Contractor's input, we are providing RPR coverage for a 6-day work week at 10hrs per day. If the Contractor opts for a 7-day work week, additional compensation may become necessary. If the Contractor opts to work more than 10hrs/day, additional compensation may become necessary.
11. During peak asphalt placement, the PSC team is accounting for 1 RPR per each of two independent paving crews, plus 1 RPR to observe other construction. The CM will provide additional support for straight edge spot checks and RPR relief.
12. No additional RPR support is included for the 25-day concrete paving period during Phase 2. Direct observation of the Contractor's concrete paving operation may be limited.

- 13. Time for RPR coverage during nighttime saw cutting of joints in concrete paving is not included.
- 14. Based on the Contractor's input, we anticipate a portion of the RPR assistance to be necessary for nighttime work. As currently proposed, the Lead RPR, RPR #2 and RPR #3 will likely have to split time between the day and night shifts.
- 15. To account for inflation, PSC hourly rates have been increased by 2.5% above PSC's standard billing rates. Actual rates for the respective calendar year will be used (see rate sheets included).
- 16. QA surveying is included for random spot-checks within the footprint of the runway, and for safety area/drainage grading as requested. Complete survey verification for project concurrence with the plans and specifications shall be the responsibility of the Contractor.
- 17. PSC has reduced the markup on sub-consultants and reimbursable expenses to 5% per EPIA standards.
- 18. PSC will limit the pavement specialist to as-needed involvement.
- 19. Involvement by the PSC electrical sub-consultant has been eliminated. Issues pertaining to airfield lighting and NAVAID's, beyond the scope of the PSC Team, shall be handled by the design engineer.
- 20. PSC has not accounted for any potential work prior to notice-to-proceed as mentioned by the Contractor. If that occurs and RPR oversight is needed, additional compensation will be necessary.

**Fee Summary**

Based on the scope of work and assumptions indicated, PSC is pleased to submit the following revised fee summary for EPIA consideration:

Task 5CON – Construction Phase Services	\$243,500.00
Task 6RPR – Resident Project Representative Services	\$1,027,300.00
Task 7CLO – Closeout Phase Services	\$50,180.00
Task 9SSC – Sub consultant Services for Construction	\$1,529,160.00
<b>Project Total</b>	<b>\$2,850,140.00</b>

Please review and call me at (806) 473-3600 with any questions. Thank you again for this opportunity!

Sincerely,




---

Mark D. Haberer, PE  
 Principal-in-Charge  
 PARKHILL, SMITH & COOPER, INC.

MDH/dg  
 Enclosures

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**



LOCATION CODE: 01  
 PROJECT NAME: EPIA Recon Rwy 4-22 CM  
 JOB NO.: 01-1101-17  
 TASK: 5CON  
 DATE: 07/18/17

FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

**\$243,500**

<p><b>TOTAL FEE:</b> <u>\$243,506</u></p> <p>LABOR: <u>\$205,585</u></p> <p>REIMBURSABLE CONSULTANTS: _____</p> <p>REIMBURSABLE EXPENSES: <u>\$37,921</u></p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: <u>\$205,585</u></p> <p>DIRECTS: _____</p> <p>SUBTOTAL: <u>\$205,585</u></p> <p>REIMB. <u>\$37,921</u></p> <p><b>TOTAL FEE:</b> <u>\$243,506</u></p>
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**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sector/Team Leader Civil/Struct	X3	PL VI	599	\$207.00	\$123,993
Project Assistant (PASS) II	P4	SS III	868	\$94.00	\$81,592

SALARY		Discipline, Title, Labor Code, Rates							
		1	2	3	4	5	6	7	
Staff Initials (optional) →		FP	ENG	ENG	ENG	ENG TECH	CADD OPT	CLERICAL	
Staff Discipline →		Civil_Struct	Civil_Struct	Civil_Struct	Civil_Struct	RPRs_Techs	CADD_PASS	CADD_PASS	
Staff Title →		Sector/Team Leader					Project Assistant (PASS) II		
Support Staff (SS) or Professional Level (PL) →		PL VI					SS III		
Labor Code →		X3					P4		
Billing Rate →		\$207.00					\$94.00		
TASK	Trips								TOTAL
<b>Phase 1 Mobilization</b>									
Scoping Meeting		16					8		24
Attend City Council (not included in scope)									
Plan Review		16							16
Meetings with KHA and Contractor (a EPLA)	1	18					1		19
Pre-construction Meeting (a EPLA)	1	16					2		18
Project ramp-up period		24					16		40
<b>Phase 1 Administration</b>									
Coordinate submittal log (26 weeks @ 1hr/week)							26		26
Coordinate RFI log (26 weeks @ 1hr/week)							26		26
Evaluate and respond to RFI's (assume 10 @ 5hr/ea)		5					20		25
Evaluate proposed change orders and pricing (assume 5 @ 2hr/ea)		10							10
Assist with preparation of monthly pay applications (assume 8)							8		8
Review monthly pay applications (assume 8)		4							4
Compile and review certified payroll data (not included in scope)									
Compile and transmit payroll interviews							12		12
Weekly progress meetings by PIC (conference call 1/week for 26 weeks)		26							26
Weekly progress meetings by PIC (6/phase @ EPLA use only as needed)	6	96							96
Weekly progress meetings including agenda/minutes by PASS (a EPLA) (26 weeks @ 4hrs/ea)							104		104
Finalize and organize daily logs (182 days @ 5hr/day)							91		91
Finalize and transmit FAA monthly reports (8 months @ 1hr/month)							8		8
PIC review of weekly daily logs and FAA monthly reports (46 weeks total @ 1hr/week)		46							46
Organize QA test reports and misc documentation by PASS (26 weeks @ 2hr/week)							52		52
Misc coordination with subconsultants (26 weeks @ 5hr/week)		13							13
Prepare monthly stmts (12 months @ 2hr each)		24					12		36
Phase 1 debrief meeting (a EPLA)									
PIC involvement during grooving and (6 weeks @ 2 hrs/week)		12							12
PASS involvement during grooving (6 weeks @ 4hrs/week)							24		24
<b>Phase 2 Mobilization</b>									
Pre-construction Meeting (a EPLA)	1	16					4		20
Project ramp-up period		8					8		16
<b>Phase 2 Administration</b>									
Coordinate submittal log (26 weeks @ 1hr/week)							26		26
Coordinate RFI log (26 weeks @ 1hr/week)							26		26
Evaluate and respond to RFI's (assume 10 @ 5hr/ea)		5					20		25
Evaluate proposed change orders and pricing (assume 5 @ 2hr/ea)		10							10
Assist with preparation of monthly pay applications (assume 8)							8		8
Review monthly pay applications (assume 8)		4							4
Compile and review certified payroll data (not included in scope)									
Compile and transmit payroll interviews							12		12
Weekly progress meetings by PIC (conference call 1/week for 26 weeks)		26							26
Weekly progress meetings by PIC (6/phase @ EPLA use only as needed)	6	96							96
Weekly progress meetings including agenda/minutes by PASS (a EPLA) (26 weeks @ 4hrs/ea)							108		108
Finalize and organize daily logs (240days @ 5hr/day)							120		120
Finalize and transmit FAA monthly reports (12 months @ 1hr/month)							12		12
Review weekly daily logs and FAA monthly reports (44 weeks total @ 1hr/week)		44							44
Organize QA reports and misc documentation by PASS (26 weeks @ 2hr/week)							52		52
Misc coordination with subconsultants (48 weeks @ 5hr/week)		24							24
Prepare monthly stmts (12 months @ 2hr each)		24					24		48
Final punchlist inspection & write-up							6		6
PIC involvement during grooving (8 weeks @ 2 hrs/week)		16							16
PASS involvement during grooving (8 weeks @ 4hrs/week)							32		32
<b>BUDGET SUBTOTALS</b>		<b>HOURS/</b>	<b>Trips</b>	<b>15</b>	<b>599</b>			<b>868</b>	<b>1467</b>
		<b>SALARY</b>		<b>\$123,993</b>			<b>\$81,592</b>		<b>\$205,585</b>

FEE ESTIMATING SHEET		PROJECT: EPIA Recon Rwy 4-22 CJOB NO 01-1101-17		TASK 5CON	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant (Geotech, CMT, TAB, etc.)					
516 Surveying Consultant					
518 Other Consultant - Kitchen / Food Consultant					
518 Other Consultant - Acoustical Consultant					
518 Other Consultant - AV/ IT Consultant					
518 Other Consultant					
TOTAL REIMBURSABLE CONSULTANTS					
REIMBURSABLE EXPENSES					
521 Travel					
Motel	15 Days @	1 Men @	\$98.00 /Man-day	=	\$1,470.00
Air Travel	15 Air Fare @	1 Men @	\$500.00 /Man	=	\$7,500.00
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage (PASS)	25 Miles @	\$0.535 @	200 Trips	=	\$2,675.00
SUBTOTAL					\$11,645
522 Reproductions					
Blackline / Color Plots					
34" x 22"		Shts @	\$2.50 /Sht @	Sets =	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea @		
Printing					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W	5000	Originals @	\$0.09 /Sht @	1 Sets =	\$450.00
8-1/2" x 11" Color	1500	Originals @	\$0.55 /Sht @	1 Sets =	\$825.00
11" x 17" B&W	500	Originals @	\$0.18 /Sht @	1 Sets =	\$90.00
11" x 17" Color	500	Originals @	\$1.05 /Sht @	1 Sets =	\$525.00
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file				=	
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Spees		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
SUBTOTAL					\$1,890
523 Models/Renderings/Photos		Shots @		/Shot	
524 Telephone 150 Calls @ \$3.00 /Call \$450					
525 Meals 30 Days @ 1 Men @ \$59.00 /Man-day \$1,770					
526 Field Supplies					
528 Postage 30 Mailings @ \$2.00 /Mailing (Standard) \$60					
528 Postage 20 Mailings @ \$15.00 /Mailing (Overnight) \$300					
530 Misc Reimbursable Exp					
532 Temporary Personnel					
536 Field Equip Rental Procure software \$20,000					
539 TDLR Review / Inspection Fees					
543 NM Gross Receipt Tax					
TOTAL REIMBURSABLE EXPENSES					\$36,115

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**



LOCATION CODE: 01  
 PROJECT NAME: EPIA Recon Rwy 4-22 CM  
 JOB NO.: 01-1101-17  
 TASK: 6RPR  
 DATE: 07/24/17

FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%  
 \$1,027,300

<p><b>TOTAL FEE:</b> <u>\$1,027,311</u></p> <p>LABOR: <u>\$886,080</u></p> <p>REIMBURSABLE CONSULTANTS: _____</p> <p>REIMBURSABLE EXPENSES: <u>\$141,231</u></p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: <u>\$886,080</u></p> <p>DIRECTS: _____</p> <p>SUBTOTAL: <u>\$886,080</u></p> <p>REIMB. <u>\$141,231</u></p> <p><b>TOTAL FEE:</b> <u>\$1,027,311</u></p>
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**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
RPR V	R1	PL V	3,432	\$144.00	\$494,208
RPR IV	R1	PL IV	3,280	\$117.00	\$383,760
RPR IV	R1	PL IV		\$117.00	
RPR IV	R1	PL IV		\$117.00	
RPR IV	R1	PL IV		\$117.00	
Prof Eng II Mech/Elec	Z3	PL IV	52	\$156.00	\$8,112

**SALARY**

Discipline, Title, Labor Code, Rates

TASK	Trps	1	2	3	4	5	6	7	TOTAL
		Lead RPR	RPR #2	RPR #4	RPR #5	RPR #6		EE NAV	
Staff Initials (optional) →									
Staff Discipline →		RPRs Techs	RPRs Techs	RPRs Techs	RPRs Techs	RPRs Techs		MEP	
Staff Title →		RPR V	RPR IV	RPR IV	RPR IV	RPR IV		Prof Eng II Mech/Elec	
Support Staff (SS) or Professional Level (PL) →		PL V	PL IV	PL IV	PL IV	PL IV		PL IV	
Labor Code →		R1	R1	R1	R1	R1		Z3	
Billing Rate →		\$144.00	\$117.00	\$117.00	\$117.00	\$117.00		\$156.00	
<b>Phase 1 Mobilization</b>									
Meetings with KHA and Contractor (not included in scope)									
Pre-construction meeting	2	16	8						24
On-site mobilization period		80	16						96
Plan review		24	24						48
In-office ramp-up		40	40						80
<b>Phase 1 Construction</b>									
Lead RPR (26 weeks @ 10hr/day, 6 day/wk)		1560							1,560
RPR #2 (26 weeks @ 10hr/day, 6 day/wk)	130		1560						1,560
Electrical Engineer Site Visits (1 wk @ 1hr ea for 26 weeks)	26							26	26
<b>Phase 2 Mobilization</b>									
Phase 1 De-brief Meeting with KHA and Contractor	2	16	8						24
Pre-construction meeting	6	16	8						24
On-site mobilization period	10	80	16						96
In-office ramp up		40	40						80
<b>Phase 2 Construction</b>									
Lead RPR (26 weeks @ 10hr/day, 6 day/wk)		1560							1,560
RPR #2 (26 weeks @ 10hr/day, 6 day/wk)	130		1560						1,560
Electrical Engineer Site Visits (1 wk @ 1hr ea for 26 weeks)	26							26	26
<b>BUDGET SUBTOTALS</b>									
HOURS	Trps	332	3432	3280				52	6764
SALARY			\$494,208	\$383,760				\$8,112	\$886,080

FEE ESTIMATING SHEET		PROJECT: EPIA Recon Rwy 4-22 CJOB NO. 01-1101-17		TASK: 6RPR	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant (Geotech, CMT, TAB, etc.)					
516 Surveying Consultant					
518 Other Consultant - Kitchen / Food Consultant					
518 Other Consultant - Acoustical Consultant					
518 Other Consultant - AV/ IT Consultant					
518 Other Consultant					
TOTAL REIMBURSABLE CONSULTANTS					
REIMBURSABLE EXPENSES					
521 Travel					
Living (Lead RPR)	364 Days @	1 Men @	\$90.00 /Man-day	=	\$32,760.00
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental (Lead RPR)	420 Days @	\$50.00 /Day		=	\$21,000.00
Car Rental (gas for Lead RPR)	60 weeks @	\$80.00 /Week		=	\$4,800.00
Mileage (RPR 2)	150 Miles @	\$0.535 @	312 Trips	=	\$25,038.00
Mileage (Electrical)	25 Miles @	\$0.535 @	52 Trips	=	\$695.50
SUBTOTAL					\$84,294
522 Reproductions					
Blackline / Color Plots					
34" x 22"		Shts @	\$2.50 /Sht @	Sets =	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea @		
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W	2000	Originals @	\$0.09 /Sht @	1 Sets =	\$180.00
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =	
11" x 17" B&W		Originals @	\$0.18 /Sht @	Sets =	
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =	
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
SUBTOTAL					\$180
523 Models/Renderings/Photos		Shots @	/Shot		
524 Telephone		Calls @	/Call		
525 Meals		424 Days @	2 Men @	\$59.00 /Man-day	\$50,032
526 Field Supplies					
528 Postage		Mailings @	/Mailing (Standard)		
528 Postage		Mailings @	/Mailing (Overnight)		
530 Misc Reimbursable Exp					
532 Temporary Personnel					
536 Field Equip Rental					
539 TDLR Review / Inspection Fees					
543 NM Gross Receipt Tax					
TOTAL REIMBURSABLE EXPENSES					\$134,506



**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**



LOCATION CODE: 01  
 PROJECT NAME: EPIA Recon Rwy 4-22 CM  
 JOB NO.: 01-1101-17  
 TASK: 7CLO  
 DATE: 07/21/17

FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

**\$50,180**

<p><b>TOTAL FEE:</b> <u>\$50,180</u></p> <p>LABOR: <u>\$43,372</u></p> <p>REIMBURSABLE CONSULTANTS: _____</p> <p>REIMBURSABLE EXPENSES: <u>\$6,808</u></p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: <u>\$43,372</u></p> <p>DIRECTS: _____</p> <p>SUBTOTAL: <u>\$43,372</u></p> <p>REIMB. <u>\$6,808</u></p> <p><b>TOTAL FEE:</b> <u>\$50,180</u></p>
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**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sector/Team Leader Civil/Struct	X3	PL VI	36	\$207.00	\$7,452
RPR V		PL V	98	\$144.00	\$14,112
Project Assistant (PASS) II	P4	SS III	232	\$94.00	\$21,808

FEE ESTIMATING SHEET		PROJECT	4 PIN ROAD Rwy 4 220 AM	JOB NO	01 1101 17	TASK	7X133		
SALARY		Discipline, Title, Labor Code, Rates							
		1	2	3	4	5	6	7	
Staff Initials (optional) -->		FP	ENG	ENG	ENG	ENG TECH	CADD OPT	CLERICAL	
Staff Discipline -->		Civil Struct	Civil Struct	Civil Struct	Civil Struct	RPRs Techs	CADD_PASS Clerical	CADD_PASS Clerical	
Staff Title -->		Sector/Team Leader				RPR V	Project Assistant (PASS) II		
Support Staff (SS) or Professional Level (PL) -->		Civil/Struct					SS III		
Labor Code -->		PL VI				PL V	P4		
Billing Rate -->		X3				\$144.00	\$94.00		
Billing Rate -->		\$207.00							
TASK	Trips							TOTAL	
<b>Phase 1 Closeout</b>									
Prepare CCC and Affidavit of Bills Pd		1					4	5	
Prepare final quantity true-up change order		2					4	6	
Review Record drawings		2				8		10	
Compile QA test data							16	16	
Compile RPR daily logs							4	4	
Compile FAA reports							4	4	
Compile final payroll data and wage interviews							4	4	
Prepare Buy American summary							2	2	
Prepare PWL summary						1	2	3	
Prepare FAA Final Inspection form		2					2	4	
Obtain consent of surety							3	3	
Obtain NOT and compile final SWPPP data							4	4	
Prepare final photo log							8	8	
Prepare Sponsor Certification of Final Acceptance		2					2	4	
Prepare Final Outlay Report		2					2	4	
Prepare Final Federal Financial Report		2					2	4	
Prepare Final Project Cost Summary		2					2	4	
Compile O&M manuals information							3	3	
Prepare and deliver Project Final Report							40	40	
<b>Phase 2 Closeout</b>									
Prepare CCC and Affidavit of Bills Pd		1					4	5	
Prepare final quantity true-up change order		2					4	6	
Review Record drawings		2				8		10	
Compile QA test data							16	16	
Compile RPR daily logs							4	4	
Compile FAA reports							4	4	
Compile final payroll data and wage interviews							4	4	
Prepare Buy American summary							2	2	
Prepare PWL summary						1	2	3	
Prepare FAA Final Inspection form		2					2	4	
Obtain consent of surety							3	3	
Obtain NOT and compile final SWPPP data							4	4	
Prepare final photo log							8	8	
Prepare Sponsor Certification of Final Acceptance		2					2	4	
Prepare Final Outlay Report		2					2	4	
Prepare Final Federal Financial Report		2					2	4	
Prepare Final Project Cost Summary		2					2	4	
Update Part 139 signage and marking plan (not included in scope)									
Update 5010 information including PCN calculation (not included in scope)									
Compile O&M manuals information							3	3	
Prepare and deliver Project Final Report							40	40	
Perform Warranty inspection (1 year anniversary)			6				16	22	
RPR services for warranty work	2					80		80	
<b>BUDGET SUBTOTALS</b>		<b>HOURS/</b>	<b>Trips -</b>	<b>2</b>	<b>36</b>		<b>98</b>	<b>232</b>	<b>366</b>
		<b>SALARY</b>					<b>\$14,112</b>	<b>\$21,808</b>	<b>\$43,372</b>

FEE ESTIMATING SHEET  
REIMBURSABLES

PROJECT: EPIA Recon Rwy 4-22 CJOB NO. 01-1101-17

TASK: 7CLO

REIMBURSABLE CONSULTANT COSTS	SUBTOTAL
511 Structural Consultant	
512 Mech/Elec Consultant	
513 Environ/Civil Consultant	
514 Architectural Consultant	
515 Testing Consultant (Geotech, CMT, TAB, etc.)	
516 Surveying Consultant	
518 Other Consultant - Kitchen / Food Consultant	
518 Other Consultant - Acoustical Consultant	
518 Other Consultant - AV/ IT Consultant	
518 Other Consultant	

TOTAL REIMBURSABLE CONSULTANTS

REIMBURSABLE EXPENSES		
521 Travel		
Motel	16 Days @ 1 Men @ \$98.00 /Man-day	\$1,568.00
Air Travel	Air Fare @ 1 Men @ \$500.00 /Man	
Parking	Days @ \$15.00 /Day	
Car Rental	14 Days @ \$75.00 /Day	\$1,050.00
Mileage	Miles @ \$0.535 @ 2 Trips	
	SUBTOTAL	\$2,618
522 Reproductions		
Blackline / Color Plots		
34" x 22"	Shts @ \$2.50 /Sht @ Sets =	
36" x 24"	Shts @ \$2.75 /Sht @ Sets =	
42" x 30	Shts @ \$3.25 /Sht @ Sets =	
Other	sf @ \$0.55 /sf @ Sets =	
Mounting Foam Board	Boards @ \$10.00 /ea @	
Printing:		
Set Up Fee	Originals @ \$0.15 /Sht @ Submittals =	
8-1/2" x 11" B&W	20000 Originals @ \$0.09 /Sht @ 1 Sets =	\$1,800.00
8-1/2" x 11" Color	500 Originals @ \$0.55 /Sht @ 1 Sets =	\$275.00
11" x 17" B&W	500 Originals @ \$0.18 /Sht @ 1 Sets =	\$90.00
11" x 17" Color	500 Originals @ \$1.05 /Sht @ 1 Sets =	\$525.00
Binding Cost	Sets @ \$2.00 /Set =	
Laminating	Shts @ \$2.00 /Sht =	
Scan to file		
Burn to CD/DVD	2 CD/DVD @ \$13.50 /each =	\$27.00
Scan Specs	Originals @ \$0.15 /Sht =	
Scan Drawings	Originals @ \$1.50 /Sht =	
	SUBTOTAL	\$2,717
523 Models/Renderings/Photos	Shots @ /Shot	
524 Telephone	50 Calls @ \$3.00 /Call	\$150
525 Meals	16 Days @ 1 Men @ \$59.00 /Man-day	\$944
526 Field Supplies		
528 Postage	5 Mailings @ \$2.00 /Mailing (Standard)	\$10
528 Postage	3 Mailings @ \$15.00 /Mailing (Overnight)	\$45
530 Misc Reimbursable Exp		
532 Temporary Personnel		
536 Field Equip Rental		
539 TDLR Review / Inspection Fees		
543 NM Gross Receipt Tax		

TOTAL REIMBURSABLE EXPENSES \$6,484

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**



LOCATION CODE: 01  
 PROJECT NAME: EPIA Recon Rwy 4-22 CM  
 JOB NO.: 01-1101-17  
 TASK: 9SSC  
 DATE: 07/24/17

FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

MARKUP ON REIMB: 5.00%  
 MARKUP ON DIRECTS: 5.00%

**\$1,529,160**

**TOTAL FEE: \$1,529,165**

LABOR: \_\_\_\_\_

REIMBURSABLE CONSULTANTS: \$1,529,165

REIMBURSABLE EXPENSES: \_\_\_\_\_

DIRECT CONSULTANTS: \_\_\_\_\_

DIRECT EXPENSES: \_\_\_\_\_

LABOR: \_\_\_\_\_

DIRECTS: \_\_\_\_\_

SUBTOTAL: \_\_\_\_\_

REIMB. \_\_\_\_\_

**TOTAL FEE: \_\_\_\_\_**

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS

REIMBURSABLE CONSULTANT COSTS		SUBTOTAL
511 Structural Consultant		
512 Mech/Elec Consultant		
513 Environ/Civil Consultant	All About Pavements, Inc. (Pavement Specialist on-call)	\$42,945
514 Architectural Consultant		
515 Testing Consultant (Geotech. CMT, TAB, etc.)		
516 Surveying Consultant	Barragan & Associates (QA Surveying)	\$113,385
518 Other Consultant - Kitchen / Food Consultant		
518 Other Consultant - Acoustical Consultant		
518 Other Consultant - AV/ IT Consultant		
518 Other Consultant	Geometrics Engineering P.A., Inc. (CM and RPR #3)	\$1,300,018
<b>TOTAL REIMBURSABLE CONSULTANTS</b>		<b>\$1,456,348</b>

REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	Miles @	\$0.530 @	Trips	=	
SUBTOTAL					
522 Reproductions					
Blackline / Color Plots					
34" x 22"	Shts @	\$2.50 /Sht @	Sets	=	
36" x 24"	Shts @	\$2.75 /Sht @	Sets	=	
42" x 30	Shts @	\$3.25 /Sht @	Sets	=	
Other	sf @	\$0.55 /sf @	Sets	=	
Mounting Foam Board	Boards @	\$10.00 /ea @			
Printing:					
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =		
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =		
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =		
Binding Cost	Sets @	\$2.00 /Set	=		
Laminating	Shts @	\$2.00 /Sht	=		
Scan to file					
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=		
Scan Specs	Originals @	\$0.15 /Sht	=		
Scan Drawings	Originals @	\$1.50 /Sht	=		
SUBTOTAL					
523 Models/Renderings/Photos		Shots @	/Shot		
524 Telephone	Calls @	/Call			
525 Meals	Days @	Men @	/Man-day		
526 Field Supplies					
528 Postage	Mailings @	/Mailing (Standard)			
528 Postage	Mailings @	/Mailing (Overnight)			
530 Misc Reimbursable Exp					
532 Temporary Personnel					
536 Field Equip Rental					
539 TDLR Review / Inspection Fees					
543 NM Gross Receipt Tax					

**TOTAL REIMBURSABLE EXPENSES**

**Scope of Work for**  
**Construction Management and Resident Project Representative Services**  
**For**  
**Runway 4-22 Reconstruction**  
**At**  
**El Paso International Airport (EPIA)**

**Prepared for:**



**Prepared by:**



**July 21, 2017**

## **INTRODUCTION**

This Scope of Work (SOW) outlines the tasks proposed by Geometrics Engineering P.S. Inc (Geometrics) to assist Parkhill, Smith & Cooper Inc. (PSC) and El Paso International Airport (EPIA) with Construction Management (CM) Services associated with Runway 4-22 Reconstruction Project (the Project). The Bids for the Project were solicited by the City of EL Paso with Solicitation #2017-1059. Base on the available information the Project will be funded by Federal Aviation Administration (FAA) Grant #3-48-0077-037-2017 and Grant #3-48-0077-038-2018.

We understand that the Project consist of following elements:

- 1) Full depth reconstruction of Runway 4-22, existing Runway shoulders, and portions of connecting taxiways (D, F, G, H, N, Q, and R).
- 2) Reconstruction of a portion of Runway 4-22 and Taxiway A with full strength Portland Cement Concrete (PCC) pavement
- 3) Drainage improvements throughout the limits of the project
- 4) Replacement of the runway and taxiway lights and signs, and various electronic equipment and appurtenances, and other related civil and electrical improvements.

## **SCOPE OF WORK**

Following scope items will be performed as a part of Construction Management (CM) and Resident Project Representative (RPR) Services Geometrics personnel:

- 1) Task Manager, Assistant CM, and Administration Services (Mr. Abhijit Bathe, PE)
- 2) Construction Management Services (Mr. Joshua Alcantara, PE)
- 3) Resident Project Representative Services (Ms. Gail Scott, EIT)
- 4) Closeout Services (Mr. Joshua Alcantara, PE & Ms. Gail Scott, EIT)

We understand that construction administration (CA) services would be provided by Kimley Horn and Associates (KHA) who would also be preparing the construction management plan (CMP) and the final construction closeout report for this project. The testing laboratory contracted to EPIA will provide material acceptance services (Quality Assurance) and coordination of the following materials.

- Subgrade preparation and graded areas (P-152)  
This task will also include field determination of soil-cement use and determination of over-excavation areas.
- Control Low Strength Material, CLSM (P-153)
- Crushed Aggregate Base Course (P-209)
- Asphaltic Concrete Paving (Hot-Mix) (P-401 & P-403)
- Portland Cement Concrete (P-501)
- Portland Cement Concrete (P-610)

The material testing frequency shall be specified in the CMP. Additional testing shall be performed at the discretion of the Construction Manager. Material will be tested in accordance with the project specifications. In addition, the testing laboratory will provide nuclear density comparison testing during paving activities.

The tasks associated with the SOW that are to be performed by Geometrics personnel are explained in detail below. The level of effort does not include additional time required by other members of the PSC team.

## Phase 1 – Preconstruction, Mobilization, and Construction (08/17/2017 to 03/31/2018)

### Task 1.1.02 Review of Construction Documents

The project documents consisting of the plan set, specifications, engineers design report (EDR), construction safety and phasing plan (CSPP), schedule of values, and the special provisions would be reviewed as part of this task in preparation of value engineering/design review meeting with the consultant and EPIA.

### Task 1.1.03 Teaming Meeting with EPIA and KHA

A meeting will be held at the EPIA office with the design consultant to discuss the design rationale and to better understand the project. Additional items to be discussed in preparation of the preconstruction meeting include: construction management plan, communication protocols, submission requirements of FAA form 7460-1 (Notice of Proposed Construction or Alteration), responsibilities of CA, CM and testing laboratory, contractor Quality Control requirements, flight check procedures, Federal wage rate requirements and project closeout requirements following current FAA guidance. Some value engineering proposals and possible change orders identified by the construction management team may be discussed during this meeting.

### Task 1.1.04 & 2.1.02 Preconstruction Meeting for Phase 1

The PSC team will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 (Predesign, Prebid, Preconstruction Conferences for Airport Grant Projects) to ensure that the attendees are informed of the design, construction and safety requirements of the project. The CM will prepare the agenda for the meeting, conduct the meeting, and issue meeting minutes to the participants for review. As discussed in the scoping meeting with EPIA efforts will be made to conduct the preconstruction meeting along with the fingerprinting and badging workshop that would include the contractor, PSC Team, and the material testing laboratory. If possible, PMWeb training session would be arranged at the same time.

### Task 1.1.05 Asphalt Pavement Workshop for Phase 1

Subsequent to the approval of the AC job mix formula and prior to the placement of the P-401 test strip a day-long asphalt pavement workshop shall be conducted by the PSC Team. The participants would include EPIA, KHA, the contractor and the PSC Team. Contractor Quality Control (QC) Plan regarding production placement, and testing of AC pavement would be discussed in presence of the QC and Quality Assurance (QA) laboratories

### Task 1.1.10 Monthly Project Management Task (08/17/2017 to 8/16/2018)

Following monthly project management task will be performed to successfully execute the work.

- Providing monthly invoice and payroll verification

### Task 2.1.01 Mobilization (08/17/2017 to 09/30/2017)

The PSC Team will mobilize to the onsite trailer/office provided by the contractor or EPIA approximately two weeks prior to the start of Phase 1 construction. Other work included in this task are:

- 1) Onsite office setup
- 2) Monitor the permitting, badging, and submittal processes
- 3) Familiarization of RPRs with construction documents and thorough documentation requirements of construction activities.
- 4) Participate in weekly construction progress meetings expected to start one week ahead of the official start of construction on October 1, 2017.

### Task 1.1.06 Weekly Progress Meetings (10/1/2017 to 03/31/2018)

This task provides for the full participation and attendance via conference call or webx at all weekly construction progress meetings between EPIA, the contractor, CM Team, and other project stakeholders.

### Task 1.1.07 Monthly Site Visits During Phase 1 (10/1/2017 to 03/31/2018)



Geometrics Task Manager shall visit the site on an on-call basis. Five field visits are assumed for this purpose. These visits will be coordinated to coincide with weekly construction progress meetings. The Task Manager will also utilize this time in any change order negotiations or pay application quantity verification purposes.

**Task 1.1.08 Consulting Services (10/1/2017 to 03/31/2018)**

The Task Manager shall provide consulting services related to construction management practices regarding NOTAMS, RFI's, Submittal, Field Directives, Change Orders and Pay Applications.

**Onsite Activities for the Construction Manager (10/01/2017 to 03/31/2018)**

The Construction Manager shall be the point of contact regarding all construction management activities, construction observation by RPR, and acceptance testing activities necessary to fully document the construction progress and payment eligibility under the FAA AIP grants. The scope is generally to coordinate, schedule, and perform inspection services necessary to monitor and observe the methods, workmanship, and materials used by the contractor to assure compliance with the EPIA construction documents and all applicable codes and permit conditions. The task envisions detailed construction observation and documentation, photographs, sketches, and other supporting information as necessary to document the field work and material testing results. The scope generally includes the tasks listed below.

**Task 2.1.03 Weekly Construction Progress Meetings (10/1/2017 to 03/31/2018)**

The Construction Manager shall attend meetings with the contractor, EPIA, FAA, and KHA and prepare and circulate copies of agendas and meeting minutes thereof.

**Task 2.1.04 Construction Daily Reports (10/1/2017 to 03/31/2018)**

This task envisions detail construction observation and documentation, photographs, sketches and other supporting information as necessary to document field work and material testing results. The scope specifically includes the following.

- Maintain a daily log of all construction activities including visits, meetings, progress, manpower, equipment, weather, delays, and material deliveries for contractor and subcontractor forces.
- Maintain a photographic record of the site and construction progress.
- Coordinate and prepare daily workplan summaries of contractors planned activities for distribution to airport personnel.

**Task 2.1.05 Site Coordination (10/1/2017 to 03/31/2018)**

This task includes following:

- Assist EPIA staff with project coordination.
- Assist with project development efforts with the FAA, airport operations, airlines, agencies, and other stakeholders as required and directed by the EPIA.
- Track key project activities and action items during the project.
- Evaluate contractor's daily/nightly work schedules and prepare corresponding NOTAM and gate guard request for EPIA review.
- Assist EPIA in resolution of construction conflicts arising from design conflicts, clarifications, or issues, contract coordination, site changes, etc.
- Coordinate provision of office facilities including, but not limited to, computer software and internet connection required to support CM Team on or near the construction site.
- Coordinate provision of vehicles including beacons, checkered flags, and company placards for the duration of the project. Confirm the EPIA insurance requirements for vehicles on the AOA and ramp sticker requirements for each vehicle are adhered to.
- Ensure all work supplies, inspection tools, personal protective equipment (PPE) are supplied to the CM Team

**Task 2.1.06 Coordination of RFI's, Submittals, Field Directive, and Change Orders (10/1/2017 to 03/31/2018)**

This task includes following:

- Prepare and maintain a master log of RFI's, Field Directives, and Change Orders, present and discuss these logs as a part of weekly construction progress meetings.
- Maintain a claim file for any issues that may result in a claim for additional time or cost. The Construction Manager shall notify the EPIA of all such claims and potential claims. The claim file shall include all correspondence and meeting minutes and shall include "what-if" scenarios, schedules analysis and recommendations for resolution.
- Provide estimating services for verifying contractors request for extra work, change orders, and claims
- Keep track of any construction delays which may lead to the assessment of liquidated damages to the contractor.
- Document and resolve unanticipated field conditions, disputes, and claims.
- Assist construction administration team in preparation of field directives including coordinating with EPIA and design and/or CM Team as necessary.

**Task 2.1.07 Review of Contractor Pay Applications (10/1/2017 to 03/31/2018)**

Assist EPIA in the review of contractor's invoices including recommendations on progress payments. This includes reviewing and resolving discrepancies/disputes on contractor's invoices with the contractor and CM Team.

**Task 2.1.08 & 3.1.01 Onsite Construction Observation (10/1/2017 to 03/31/2018)**

This task includes:

- Conduct periodic construction observations and verification of onsite and laboratory test results and make recommendation for resolution of disputed items.
- Perform field survey as quality assurance to verify that lines and grade of paving work and other site improvements are within acceptable tolerances.
- Coordinate and schedule the quality assurance material testing as required for construction of the project (aggregate base, concrete, asphalt, etc.).

**Task 2.1.09 FAA Weekly Reports (10/1/2017 to 03/31/2018)**

Furnish EPIA and FAA airports district office (ADO) weekly reports as required of the progress of the work and constructor's compliance with the progress schedule and schedule of shop drawings and sample submittals. This will be in an acceptable format for FAA compliance and acceptable to EPIS

**Task 2.1.10 Flight Check Support and Coordination (10/1/2017 to 03/31/2018)**

Coordinate with FAA, EPIA, and the CM Team regarding the flight check schedule on a weekly basis and update the stakeholders during the weekly construction progress meeting.

**Task 2.1.11 Perform Punch-list Inspection**

Assist EPIA in preparation of preliminary and final punch-list for this phase of construction.

**Phase 1 – Grooving and Phase Transition (04/01/2018 to 08/16/2018)**

**Task 1.1.09 Phase 1 Debrief Meeting**

This task includes debriefing with EPIA, the contractor, CA and CM Teams, and the quality assurance laboratory regarding the construction activities and schedules for this phase.

**Task 4.1.02 Record Drawings**

Monitor and verify the contractor's preparation of as-built drawings and specifications. Submit the as-built drawings to EPIA at end of the phase.

**Task 2 G1.01 Grooving Operations (04/01/2018 to 05/05/2018)**

Perform construction observation of the grooving operations for asphalt concrete pavement placed as a part of this project. It is anticipated that this operation will be performed during nightly runway closures in the month of April and May 2018.

**Task 4.1.01 Phase 1 Closeout Report Support (05/06/2018 to 08/16/2018)**

The Construction Manager will assist Construction Administrator in completing the final closeout report as per applicable FAA guidance documents. This will include work scope engineering description and cost, force account, construction summary, test results, project cost summary, DBE summary, and required determination for project closeout. The construction summary will include bid tab, construction work narrative, list of all prime and subcontractor, change orders, supplemental agreements, project schedule, compliance with labor laws and assurances and certification forms. Certification forms will be included for project testing, testing laboratories, and required determination for project closeout. The pavement strength survey form (FAA-5320-1) will be updated by the KHA and included in the report. The report will be completed within 75 days of substantial completion unless differently agreed by the airport. The report will be reproduced and distributed to airport and FAA ADO.

**Task 2.G1.02 Phase 1 to Phase 2 Transition Period (05/06/2018 to 08/16/2018)**

This task will include closeout documentation for Phase 1, preconstruction coordination with the contractor, select submittal review and other incidental activities identified by EPIA. This task may include scope items not identified in this document at the discretion of EPIA.

**Phase-2 – Preconstruction, Mobilization, and Construction (08/17/2018 to 03/31/2019)**

**Task 1.2.01 Pre-construction meeting for Phase 2**

The PSC team will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 (Predesign, Prebid, Preconstruction Conferences for Airport Grant Projects) to ensure that the attendees are informed of the design, construction and safety requirements of the project. The Construction Manager will prepare the agenda for the meeting, conduct the meeting, and issue meeting minutes to the participants for review. Efforts will be made to conduct the preconstruction meeting along with fingerprinting and badging.

**Task 1.2.02 Asphalt and Concrete Pavement Workshops for Phase 2**

Subsequent to the approval of the AC and PCC job mix formula and prior to the placement of the P-401 & P-501 test strip, a day-long asphalt and concrete pavement workshop shall be conducted by the PSC Team. The participants would include EPIA, KHA, the contractor and the PSC Team. Contractor Quality Control (QC) Plan regarding production placement, and testing of AC and PCC pavement would be discussed in presence of the QC and QA laboratories.

**Task 1.2.06 Monthly Project Management (08/17/2018 to 8/16/2019)**

Following monthly project management task will be performed to successfully execute the work.

- Providing monthly invoice and payroll verification

**Task 2.2.01 Mobilization (08/17/2018 to 09/30/2018)**

The CM Team will mobilize to the onsite trailer/office provided by the contractor or EPIA approximately two weeks prior to the start of Phase 1 construction. Other work included in this task is:

- 1) Onsite office setup
- 2) Monitor the permitting, badging, and submittal processes

- 3) Familiarization of RPRs with construction documents and thorough documentation requirements of construction activities.
- 4) Participate in weekly construction progress meetings expected to start one week ahead of the official start of construction on October 1, 2018.

**Task 1.2.03 Weekly Progress Meetings (10/01/2018 to 03/31/2019)**

This task provides for the full participation and attendance via conference call or webx at all weekly construction progress meetings between EPIA, the contractor, CM Team, and other project stakeholders.

**Task 1.2.04 Monthly Site Visits During Phase 2 (10/01/2018 to 03/31/2019)**

Geometrics Task Manager shall visit the site on an on-call basis to perform Quality Control of construction management documentation maintained by the onsite CM Team. These visits will be coordinated to coincide with weekly construction progress meetings. The Task Manager will also utilize this time in any change order negotiations or pay application quantity verification purposes.

**Task 1.2.05 Consulting Services (10/01/2018 to 03/31/2019)**

The Task Manager shall provide consulting services related to construction management practices regarding NOTAMs, RFI's, Submittal, Field Directives, Change Orders and Pay Applications.

**Onsite Activities for the Construction Manager (10/01/2018 to 03/31/2019)**

The Construction Manager shall be the point of contact regarding all construction management activities, construction observation by RPR, and acceptance testing activities necessary to full document the construction progress and payment eligibility under the FAA AIP grants. The scope is generally to coordinate, schedule, and perform inspection services necessary to monitor and observe the methods, workmanship, and materials used by the contractor to assure compliance with the EPIA construction documents and all applicable codes and permit conditions. The task envisions detailed construction observation and documentation, photographs, sketches, and other supporting information as necessary to document the field work and material testing results. The scope generally includes the tasks listed below.

**Task 2.2.02 Weekly Construction Progress Meetings (10/01/2018 to 03/31/2019)**

The Construction Manager shall attend meetings with the contractor, EPIA, FAA, and KHA and prepare and circulate copies of agendas and meeting minutes thereof.

**Task 2.2.03 Construction Daily Reports (10/01/2018 to 03/31/2019)**

This task envisions detail construction observation and documentation, photographs, sketches and other supporting information as necessary to document field work and material testing results. The scope specifically includes the following.

- Maintain a daily log of all construction activities including visits, meetings, progress, manpower, equipment, weather, delays, and material deliveries for contractor and subcontractor forces.
- Maintain a photographic record of the site and construction progress.
- Coordinate and prepare daily workplan summaries of contractors planned activities for distribution to airport personnel.

**Task 2.2.04 Site Coordination (10/01/2018 to 03/31/2019)**

This task includes following:

- Assist EPIA staff with project coordination.
- Assist with project development efforts with the FAA, airport operations, airlines, agencies, and other stakeholders as required and directed by the EPIA.
- Track key project activities and action items during the project.
- Evaluate contractor's daily/nightly work schedules and prepare corresponding NOTAM and gate guard request for EPIA review.

- Assist EPIA in resolution of construction conflicts arising from design conflicts, clarifications, or issues, contract coordination, site changes, etc.
- Coordinate provision of office facilities including, but not limited to, computer software and internet connection required to support CM Team on or near the construction site.
- Coordinate provision of vehicles including beacons, checkered flags, and company placards for the duration of the project. Confirm the EPIA insurance requirements for vehicles on the AOA and ramp sticker requirements for each vehicle are adhered to.
- Ensure all work supplies, inspection tools, personal protective equipment (PPE) are supplied to the CM Team

**Task 2.2.05 Coordination of RFI's, Submittals, Field Directives, and Change Orders (10/01/2018 to 03/31/2019)**

This task includes following:

- Prepare and maintain a master log of RFI's, Field Directives, and Change Orders, present and discuss these logs as a part of weekly construction progress meetings.
- Maintain a claim file for any issues that may result in a claim for additional time or cost. The Construction Manager shall notify the EPIA of all such claims and potential claims. The claim file shall include all correspondence and meeting minutes and shall include "what-if" scenarios, schedules analysis and recommendations for resolution.
- Provide estimating services for verifying contractors request for extra work, change orders, and claims
- Keep track of any construction delays which may lead to the assessment of liquidated damages to the contractor.
- Document and resolve unanticipated field conditions, disputes, and claims.
- Assist construction administration team in preparation of field directives including coordinating with EPIA and design and/or CM Team as necessary.

**Task 2.2.06 Review of Contractor Pay Applications (10/01/2018 to 03/31/2019)**

Assist EPIA in the review of contractor's invoices including recommendations on progress payments. This includes reviewing and resolving discrepancies/disputes on contractor's invoices with the contractor and CM Team.

**Task 2.2.07 & 3.2.01 Onsite Construction Observation (10/01/2018 to 03/31/2019)**

This task includes:

- Conduct periodic construction observations and verification of onsite and laboratory test results and make recommendation for resolution of disputed items.
- Perform field survey as quality assurance to verify that lines and grade of paving work and other site improvements are within acceptable tolerances.
- Coordinate and schedule the quality assurance material testing as required for construction of the project (aggregate base, concrete, asphalt, etc.).

**Task 2.2.08 FAA Weekly Reports (10/01/2018 to 03/31/2019)**

Furnish EPIA and FAA airports district office (ADO) weekly reports as required of the progress of the work and constructor's compliance with the progress schedule and schedule of shop drawings and sample submittals. This will be in an acceptable format for FAA compliance and acceptable to EPIA.

**Task 2.2.09 Flight Check Support and Coordination (10/01/2018 to 03/31/2019)**

Coordinate with FAA, EPIA, and the CM Team regarding the flight check schedule on a weekly basis and update the stakeholders during the weekly construction progress meeting.

**Task 2.2.10 Perform Punch-list Inspection**

Assist EPIA in preparation of preliminary and final punch-list for this phase of construction.

**Task 2.2.11 Final Walk Thru**

This task will include final walk thru of Runway 4-22 with EPIA, contractor, Construction Manager, and KHA. Punch-list of deficiencies will be created to be corrected by the contractor.

**Phase 2 – Grooving (04/01/2019 to 05/05/2019)**

**Task 4.2.02 Record Drawings**

The Construction Manager shall obtain from the contractor a full size set of plan marked up with record changes from as-built conditions of the project. The construction Manager shall provide copies of the change orders, electronic sketches completed for change work, and additional information that will be incorporated into the record drawings. The CM shall complete all coordination with FAA, EPIA, KHA and the contractor to complete this item.

**Task 2.G2.01 Grooving Operations (04/01/2019 to 05/05/2019)**

Perform construction observation of the grooving operations for asphalt concrete pavement placed as a part of this project. It is anticipated that this operation will be performed during nightly runway closures in the month of April and May 2018.

**Task 4.2.01 Project Final Closeout Report Support (06/01/2019 to 08/17/2019)**

The Construction Manager will assist Construction Administrator in completing the final closeout report as per applicable FAA guidance documents. This will include work scope engineering description and cost, force account, construction summary, test results, project cost summary, DBE summary, and required determination for project closeout. The construction summary will include bid tab, construction work narrative, list of all prime and subcontractor, change orders, supplemental agreements, project schedule, compliance with labor laws and assurances and certification forms. Certification forms will be included for project testing, testing laboratories, and required determination for project closeout. The pavement strength survey form (FAA-5320-1) will be updated by the KHA and included in the report. The report will be completed within 75 days of substantial completion unless differently agreed by the airport. The report will be reproduced and distributed to airport and FAA ADO.

**Assumptions:**

- 1) Construction Administration services to be provided by Kimley Horn & Associates.
- 2) Construction Administration consultant would be responsible for following:
  - Submittal Review
  - RFI response for requests related to design issues.
  - Preparation of Field Directives related to design issues.
  - Preparation of Construction Management Plan (CMP)
  - Preparation of final closeout report.
- 3) Quality Assurance (QA) Material Testing Laboratory would be hired by EPIA and would be responsible for all QA material testing specified.
- 4) All QA material testing requirements would be specified in the Quality Control plan prepared as a part of the CMP.

**SCOPE OF WORK FOR  
CONSTRUCTION MANAGEMENT AND RPR SERVICES  
EL PASO INTERNATIONAL AIRPORT (EPIA)  
RUNWAY 4-22 RECONSTRUCTION**

- 5) Construction Manager shall have the authority to request additional testing at his/her discretion within reason.
- 6) 5 weeks of grooving has been considered based on the discussions with EPIA.
- 7) Construction Manager's full time presence onsite during the transition time between phases has been included as suggested by EPIA.
- 8) It is anticipated that apart from the Task Manager, Construction Manager, and RPR other personnel required for this project would be provided by PSC.
- 9) Information such as the durations of the project, the dates of each phases, number of minimum crews is based on the construction documents, and has been used to prepare this cost estimate for the Geometrics CM Services.
- 10) The level of effort assumes that during the Phase 1 and Phase 2 construction the contractor will work 8 hours per day 6 days per week. Construction Manager and the Geometrics RPR will be onsite 30 minutes prior to the expected start time to participate in Safety Meetings and review updated field directives, submittals and RFIs. CM and RPRs would be onsite for 90 minutes after the expected end time to close out the construction site with EPIA Airport Operations and complete their daily inspection reports.
- 11) During the NTP and Mobilization phase, the CM will be onsite for construction office set up, document control set up, review conformed plans and specifications, prepare construction coordination protocols, complete badging process, complete vehicle registration process, initiate submittal review process and participate in construction management coordination meetings with EPIA and contractor.

END OF SCOPE

EL Paso International Airport (EPIA)  
Runway 4-22 Reconstruction

GE Fee Estimate Summarized as Proposed Time per Week

Summary of Time Proposed by GE Personnel During Various Phases of the Project

	Description	Start	Finish	Days	Approximate Weeks	Task Manager		Construction Manager		RPR		Admin Support	
						Approximate Hrs/Wk	Total Hours	Approximate Hrs/Wk	Total Hours	Approximate Hrs/Wk	Total Hours	Approximate Hrs/Wk	Total Hours
Phase 1	Mobilization	8/17/2017	9/30/2017	45	6	10	64	18	116	2	16	2	15
	Construction	10/1/2017	3/31/2018	182	26	7	185	61	1580	60	1560	1	15
	Grooving and Postconstruction	4/1/2018	5/5/2018	35	5	1	4	40	200	2	8	3	15
	Closeout and Phase Transition	5/6/2018	8/16/2018	103	15			41	600	5	80	1	15
Phase 2	Mobilization	8/17/2018	9/30/2018	45	6	4	24	37	240	2	16	2	15
	Construction	10/1/2018	3/31/2019	182	26	7	185	61	1582	60	1560	1	15
	Grooving and Postconstruction	4/1/2019	5/5/2019	35	5			42	208			3	15
	Closeout	5/6/2019	7/19/2019	75	11			10	110			1	15



**El Paso International Airport  
Runway 4-22 Reconstruction**

**CM Estimate Based on Construction Phases**

EL Paso International Airport (ELP)  Runway 4-22 Reconstruction  Geometrics Engineering PS Inc. Level of Effort for Construction Management Services NOTE: ** All Rates Include Overhead and Profit **		Geometrics Engineering P.S. Inc.					
		Task Manager (\$188/Hr)	Construction Manager (\$150/Hr)	RPR (\$95/Hr)	Admin Support (\$50/Hr)	Sub Total Hours	Subtotal Cost
		Hours	Hours	Hours	Hours		
1	<b>Administration and Assistant CM Services</b>						
2	<b>Construction Management Services</b>						
3	<b>RPR Services</b>						
4	<b>Closeout Services</b>						
<b>Phase 1 (08/17/2017 to 03/31/2018)</b>							
1.1.02	Review of construction documents	24	24		48	\$ 8,112	
1.1.03	Teaming meeting with EPIA and Kirtley Horn on site	16	16		32	\$ 5,408	
1.1.04, 2.1.02	Pre-construction meeting for Phase 1 onsite	12	16	4	32	\$ 5,036	
1.1.05	Asphalt pavement workshop for Phase 1 onsite	12	12	12	36	\$ 5,196	
1.1.10	Monthly project management tasks such as invoice and payroll verification				60	\$ 3,000	
2.1.01	Mobilization - Permits, Badging, Staging area, Submittal process (45 day prior to Phase 1 Start)		48		48	\$ 7,200	
1.1.06	Weekly progress meetings via web-ex/conference call - 26 Weeks @ 1 Hrs /Wk	26			26	\$ 4,888	
1.1.07	Monthly site visit during Phase 1 construction period - 5 visits @ 24 Hrs /visit	120			120	\$ 22,560	
1.1.08	Consulting services for RFI's, Submittals, Field Directives, Change Orders, and Pay Application - 26 Weeks @ 1 Hrs /week	26			26	\$ 4,888	
<b>On-site Activities for the CM (10/01/2017 - 03/31/2018) - 26 Weeks @ 60 Hrs/Wk</b>							
2.1.03	Weekly Construction Progress Meetings - 26 Weeks @ 4 Hrs /Wk		104		104	\$ 15,800	
2.1.04	Construction Daily Reports - 26 Weeks @ 12 Hrs /Wk		312		312	\$ 46,800	
2.1.05	Site Coordination (Contractor, Airport, Designer, FAA, Tenants, QA Lab Testing, QA Surveyors) - 26 Weeks @ 12 Hrs /Wk		312		312	\$ 46,800	
2.1.06	Coordination of RFI's, Submittals, Field Directives, and Change Orders - 26 Weeks @ 8 Hrs /Wk		156		156	\$ 23,400	
2.1.07	Review of Contractor Pay Applications - 26 Weeks @ 2 Hrs /Wk		52		52	\$ 7,800	
2.1.08, 3.1.01	Onsite Construction Observation - 26 Weeks at 24 Hrs/Wk for CM, 26 Weeks @ 60 Hrs/Wk for RPR		624	1560	2184	\$ 241,800	
2.1.09	FAA Weekly Reports - 26 Weeks at 0.5 Hrs/Wk	13			13	\$ 2,444	
2.1.10	Flight Check Support and Coordination		8		8	\$ 1,200	
2.1.11	Perform Punchlist Inspection		12		12	\$ 1,800	
<b>Phase 1 Grooving and Phase Transition (04/01/2018 to 08/16/2018)</b>							
1.1.09	Phase 1 debrief meeting call-in	4			4	\$ 752	
4.1.02	Record Drawings			8	8	\$ 760	
2.G1.01	Grooving Operations (04/01/2018 - 05/05/2018) - 5 Weeks @ 40 Hrs /Wk		200		200	\$ 30,000	
4.1.01	Phase 1 Closeout Report Support			80	80	\$ 7,600	
2.G1.02	Phase 1 - Phase 2 Transition Period (05/08/2018 - 08/16/2018) - 15 Weeks @ 40 Hrs /Wk		600		600	\$ 90,000	

**El Paso International Airport  
Runway 4-22 Reconstruction**

**CM Estimate Based on Construction Phases**

EL Paso International Airport (ELP)  Runway 4-22 Reconstruction  Geometrics Engineering PS Inc. Level of Effort for Construction Management Services NOTE: " All Rates include Overhead and Profit "		Geometrics Engineering P.S. Inc.					
		Task Manager (\$188/Hr)	Construction Manager (\$150/Hr)	RPR (\$85/Hr)	Admin Support (\$50/Hr)	Sub Total Hours	Subtotal Cost
		Hours	Hours	Hours	Hours		
<b>1</b>	<b>Administration and Assistant CM Services</b>						
<b>2</b>	<b>Construction Management Services</b>						
<b>3</b>	<b>RPR Services</b>						
<b>4</b>	<b>Closeout Services</b>						
<b>Phase 2 (08/17/2018 to 03/31/2019)</b>							
1.2.01	Pre-construction meeting for Phase 2 on site	12		4	16	\$ 2,836	
1.2.02	Asphalt and concrete pavement workshop Phase 2 onsite	12		12	24	\$ 3,396	
1.2.06	Monthly project management tasks such as invoice and payroll verification			60	60	\$ 3,000	
2.2.01	Mobilization Phase - Permits, Badging, Staging area, Submittal process (45 day prior to Phase 2 Start) (08/17/2018 - 08/30/2018) - (6 Weeks @ 40 Hrs./Wk for CM)		240		240	\$ 36,000	
1.2.03	Weekly progress meetings via web-ex/conference call - 26 Weeks @ 1 Hrs./Wk	26			26	\$ 4,888	
1.2.04	Monthly site visit during Phase 1 construction period - 5 visits @ 24 Hrs /visit	120			120	\$ 22,560	
1.2.05	Consulting services for RFIs, Submittals, Field Directives, Change Orders, and Pay Application - 26 Weeks @ 1 Hrs /week	26			26	\$ 4,888	
<b>On-site Activities for the CM (10/01/2018 - 03/31/2019) - 26 Weeks @ 60 Hrs/Wk</b>							
2.2.02	Weekly Construction Progress Meetings - 26 Weeks @ 4 Hrs /Wk		104		104	\$ 15,600	
2.2.03	Construction Daily Reports - 26 Weeks @ 12 Hrs /Wk		312		312	\$ 46,800	
2.2.04	Site Coordination (Contractor, Airport, Designer, FAA, Tenants, QA Lab Testing, QA Surveyors) - 26 Weeks @ 12 Hrs /Wk		312		312	\$ 46,800	
2.2.05	Coordination of RFIs, Submittals, Field Directives, and Change Orders - 26 Weeks @ 6 Hrs /Wk		156		156	\$ 23,400	
2.2.06	Review of Contractor Pay Applications - 26 Weeks @ 2 Hrs /Wk		52		52	\$ 7,800	
2.2.07 3.2.01	Onsite Construction Observation - 26 Weeks at 24 Hrs/Wk for CM, 26 Weeks @ 60 Hrs/Wk for RPR		624	1560	2,184	\$ 241,800	
2.2.08	FAA Weekly Reports - 26 Weeks at 0.5 Hrs/Wk	13			13	\$ 2,444	
2.2.09	Flight Check Support and Coordination		8		8	\$ 1,200	
2.2.10	Perform Punchlist Inspection		12		12	\$ 1,800	
2.2.11	Final Walk Thru		12		12	\$ 1,800	
<b>Phase 2 Grooving (04/01/2019 to 05/05/2019)</b>							
4.2.02	Record Drawings		8		8	\$ 1,200	
2.G2.01	Grooving Operations (04/01/2019 - 05/05/2019) - 5 Weeks @ 40 hrs per week		200		200	\$ 30,000	
4.2.01	Project Final Closeout Report Support		110		110	\$ 16,500	
<b>Labor Totals for 2017, 2018, 2019 Construction Services</b>		<b>462</b>	<b>4646</b>	<b>3240</b>	<b>120</b>	<b>8468</b>	<b>1,097,556</b>

**El Paso International Airport  
Runway 4-22 Reconstruction**

**CM Estimate Based on Construction Phases**

EL Paso International Airport (ELP)  Runway 4-22 Reconstruction Geometrics Engineering PS Inc. Level of Effort for Construction Management Services NOTE: ** All Rates include Overhead and Profit **		Geometrics Engineering P.S. Inc.					
		Task Manager (\$188/Hr)	Construction Manager (\$150/Hr)	RPR (\$95/Hr)	Admin Support (\$50/Hr)	Sub Total Hours	Subtotal Cost
		Hours	Hours	Hours	Hours		
1	<b>Administration and Assistant CM Services</b>						
2	<b>Construction Management Services</b>						
3	<b>RPR Services</b>						
4	<b>Closeout Services</b>						
<b>Reimbursable Expenses</b>							
<b>Phase 1 - Mobilization and Construction (08/17/2017 - 03/31/2018)</b>							
\$600	Air Travel	8	9	6	23	\$ 13,800	
\$1,500	Per Diem (\$1,500 per month Lodging for 8 months)		8	6	14	\$ 21,000	
\$59	Per Diem (\$59 Meals & Incidentals)	16	195	182	393	\$ 23,187	
\$1,400	Vehicle Truck Rental (\$ per month)		7	6	13	\$ 18,200	
\$100	Fuel (\$100/week)		27	26	53	\$ 5,300	
\$200	Badging	1	1	1	3	\$ 600	
<b>Phase 1 Grooving and Phase Transition (04/01/2018 - 08/16/2018)</b>							
\$600	Air Travel		5		5	\$ 3,000	
\$1,500	Per Diem (\$1,500 per month Lodging for 5 months)		5		5	\$ 7,500	
\$59	Per Diem (\$59 Meals & Incidentals)		139		139	\$ 8,201	
\$1,400	Vehicle Truck Rental (\$ per month)		5		5	\$ 7,000	
\$100	Fuel (\$100/week)		20		20	\$ 2,000	
<b>Phase 2 - Mobilization, Construction and Grooving (08/17/2018 - 05/31/2019)</b>							
\$600	Air Travel	8	9	6	23	\$ 13,800	
\$1,500	Per Diem (\$1,500 per month Lodging for 10 months)		9	6	15	\$ 22,500	
\$59	Per Diem (\$59 Meals & Incidentals)	16	288	182	486	\$ 28,674	
\$1,400	Vehicle Truck Rental (\$ per month)		9	6	15	\$ 21,000	
\$100	Fuel (\$100/week)		41	26	67	\$ 6,700	
						<b>202,462</b>	

<b>Labor</b>	<b>\$1,097,556.00</b>
<b>Expenses</b>	<b>\$202,462.00</b>
<b>Total Fee</b>	<b>\$1,300,018.00</b>



## All-About Pavements Inc.

Midwest Office — 1109 E White Oak Rd. — Mahomet, IL 61853  
(217) 586-2765 — [www.allaboutpavements.com](http://www.allaboutpavements.com) — fax (217) 586-1967

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July 24, 2017

Mr. Mark D. Haberer, P.E.  
Parkhill Smith & Cooper, Inc.  
4222 85<sup>th</sup> St  
Lubbock, Texas 79423

Re: API Proposal for El Paso International Airport (EPIA)  
Runway 4-22 Reconstruction - Construction  
Management Services.

Dear Mr. Haberer:

All About Pavements, Inc. (API) appreciates the opportunity to submit our pavement expert services proposal to Parkhill, Smith and Cooper, Inc. (PSC) on an “as needed” basis, upon the request of PSC. As requested, our services may include one or more of the following tasks:

**Task 1 – Attend the Pavement Workshops (Pre-Pave Meeting):** If requested, API may attend two site visits – one for each of the workshops in Phases 1 and 2.

**Task 2 – Attend the Phase 1 Debrief Meeting:** If requested, API may attend the debrief meeting via conference call/web ex.

**Task 3 – Site Visits During Construction:** If requested by the PSC Construction Manager, API may attend two site visits – one during Phase I and a second during Phase 2. The objective of each site visit would be to troubleshoot concerns that may arise during construction.

**Task 4 – P-401 and P-501 Technical Support - RFI's and Construction Issues:** If requested by PSC, API may provide additional support during Phases 1 and 2. Technical memorandums will be provided, if necessary and as directed by PSC.

**Task 5 – Weekly Progress Meetings During Paving Construction:** If requested, API may participate in one or more weekly progress meetings via WebEx and conference calls. The assumed construction period is 2 1/2 months for each phase of construction.

**Task 6 – Additional Technical Support – Stabilized Bases, Subgrade and Other Construction Issues:** If requested by PSC, API may provide miscellaneous assistance for evaluating items such as P-152 subgrade removal and replacement, removal of the existing cement-treated base, cement stabilization of in-situ subgrade, evaluation of concrete pavement jointing and sealing, and the evaluation of the impact of existing sleeper slabs on new pavement. All of the support for this task will be provided to PSC only on an as-needed basis.

API proposes to conduct our work on an hourly basis, with reimbursement for travel costs, for a total cost that will not exceed \$42,945 for Phases 1 and 2 Construction Management Services. We appreciate the opportunity to support PSC, as needed, during the reconstruction of RW 4-22 at EPIA. Should you have any questions, please do not hesitate to call me at 217-390-3584.

Sincerely,  
All About Pavements, Inc.



Wayne J. Seiler, Ph.D., P.E.  
Project Manager

Enclosure  
Fee Proposal (rev3)

All About Pavements, Inc. (API)

RW 4-22 Construction Administration Services for Phases 1 and 2 at El Paso International Airport  
 El Paso, Texas  
 24-Jul-17



PERSONNEL HOUR AND FEE ESTIMATE

TASK	TASK DESCRIPTION	TASK HOURS AND RATES BY DISCIPLINE						TOTAL HOURS	TRAVEL/DIRECT COST					TASK TOTAL	COMMENTS
		PRINCIPAL ENGINEER	SR PAVEMENT ENGINEER	PAVEMENT ENGINEER	AUTOCAD OPERATOR	SR TECHNICIAN	TECHNICIAN		LOADING	PER DIEM - MEALS & INCIDENTALS	AIRFARE	CAR RENTAL	OTHER DIRECTS		
1	Task 1: Attend the Pavement Workshops (Pre-Pave Meeting)	55						55	4	4	2	2			2 Site Visit
2	Task 2: Attend the Phase 1 District Meeting via Web-Ex	8						8							
3	Task 3: Site Visit During Construction	16						16	4	4	2	2			2 Site Visit
4	Task 4: Field and P2011 Technical Support - RFI's & Construction Issues	20						20							
5	Task 5: Weekly Progress Meetings During Paving Construction	20						20							
6	Task 6: Additional Tech Support - Stabilized Bases, Subgrade & Other	48						48							
<b>TOTAL TASK HOURS BY DISCIPLINE and ODC QUANTITIES</b>		<b>228</b>						<b>228</b>	<b>8</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>0</b>		
SUBTOTALS															
PROFIT @ 10%															
<b>TOTALS</b>															



# Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

July 13, 2017  
Rev. July 18, 2017

**Mark D. Haberer, PE**  
Parkhill Smith & Cooper  
4222 85th Street  
Lubbock, Texas 79423  
806.473.2200  
*mhaberer@team-psc.com*

## **Re: El Paso International Airport - Reconstruction of Runway 4-22 QA Surveying Services- Revised**

Mark D. Haberer,

We are pleased to submit this letter which constitutes our proposal for the desired surveying services.

### **SCOPE OF SERVICES FOR PHASE 1**

- Tie into existing survey control points established by others.
- Perform topographic survey for 5,995 linear feet of runway with cross-sections consisting of 3 points at an interval of 100'. (Using high accuracy optical instrument)
- Perform topographic survey of safety area/infield at a 50'x50' grid. (Using GPS level accuracy)
- Deliver an electronic file with point elevations and TIN elements for each lift.

**Phase 1 is anticipated to be completed in approximately 14 trips.**

### **SCOPE OF SERVICES FOR PHASE 2**

- Tie into existing survey control points established by others.
- Perform topographic survey for 5,025 linear feet of runway with cross-sections consisting of 3 points at an interval of 100'. (Using high accuracy optical instrument)
- Perform topographic survey of safety area/infield at a 50'x50' grid. (Using GPS level accuracy)
- Deliver an electronic file with point elevations and TIN elements for each lift.

**Phase 2 is anticipated to be completed in approximately 14 trips.**

**(A total of 28 trips are anticipated.)**

### **"Exemptions"**

The following is excluded unless otherwise requested; Re-staking, ALTA/ACSM Land Title Survey, Title commitment, representation through the Federal, State, City and County agencies, submittal fees, soils testing and investigation, elevation certificate, recording fees, boundary survey, As-builts and any other item not specifically listed in the above Scope of Services.

**Note: An autocad drawing must be provided before performing any work.**

**We will need 1-2 days to collect project control before beginning any topographic surveying services.**

**A minimum of 24-48 hour notice must be given for mobilization.**

## **Barragan And Associates Inc.**

**10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706**

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**Barragan & Associates, Inc.** proposes the above scope of work at the following rates:

\$150 per hour for 2 man survey crew (4 hour minimum charger per visit)

\$100 per hour for RPLS supervision

\$75 per hour for project manager supervision

\$75 per hour for office technician

Total amount not to exceed **\$ 113,385.00 (no tax) - Phase 1 and Phase 2.** If this proposal meets with your approval, please indicate acceptance by signing in the space provided below and returning one signed copy to us.

We appreciate the opportunity to submit this proposal; we look forward to working with you.

Sincerely,

Raul Vaquera, S.I.T.  
[barramor@sbcglobal.net](mailto:barramor@sbcglobal.net)

Authorization to Proceed:

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_



July 18, 2017

Mr. Danny Barragan  
Barragan and Associates Land Surveying  
10950 Pellicano Drive, Building F  
El Paso Texas 79935

**RE: EPIA Runway 4-22 - QA TOPOGRAPHIC SURVEY (REV 7/18/2017)**

Dear Mr. Barragan,

Parkhill, Smith & Cooper Inc.(PSC) has been retained for construction management services by the City of El Paso, Texas related to the Reconstruction of Runway 4-22. Following our meeting with EPIA on July 17, we now better understand their expectations for the project. Please provide a proposal to perform QA surveying in relation to this work. Please note that surveying work performed will be for spot grade verification only and that full responsibility of meeting plan grades will fall on the Contractor. The following should give general guidance on proposal expectations. If you feel a necessary service has been omitted, please include such recommendations in your proposal. Additionally, please contact Mark Haberer, P.E., at [mhaberer@team-psc.com](mailto:mhaberer@team-psc.com) with any questions or concerns.

#### **DELIVERABLES FORMAT**

Please provide deliverable data in the following format(s):

1. All field coordination shall be with the Construction Manager.
2. Vertical Datum: North American Vertical Datum 1988 (NAVD88) as tied to coordinates and control network in design plans.
3. Reference Sheet G004: Attached from Kimley Horn for horizontal and vertical control.
  - o Scale coordinates and distances up to surface to match design plans per Sheet G004.
4. Provide all contours, breaklines, TIN elements, and existing ground shots on elevation.
  - o Extraneous shots for locating features not on ground surface should be on elevation, but on a separate layer from ground surface shots.
5. Line work shall be all on elevation "0."
6. Points should be blocks with elevation, point number, and descriptor attributes.
7. Provide a comma-delimited ASCII text file of all points obtained in this format:  
POINT #, NORTHING, EASTING, ELEVATION, DESCRIPTION.
8. Provide a point code description list describing abbreviations and symbols used.
9. We will obtain the CAD file from the design engineer for your reference. The request is that you be equipped to discuss findings with the Construction Manager while in the field.

#### **SUMMARY OF PROJECT PHASING**

Please reference phasing plan attached. To summarize, anticipate the following phasing:

1. Phase 1: 5,995' x 200' plus connecting taxiways and runway safety area grading.
2. Phase 2: 5,025' x 200' plus connecting taxiways and runway safety area grading.

**SUMMARY OF ANTICIPATED TRIPS**

Please reference attached phasing plan. This guidance is for budget-setting purposes only and the Construction Manager may opt to modify trips during construction to better meet project demands. To summarize, anticipate the following phasing:

1. Anticipate total of nine trips (5 for Ph 1 and 4 for Ph 2) for P-152. Each trip will cover roughly 1,200 linear feet of runway,
2. Anticipate total of nine trips (5 for Ph 1 and 4 for Ph 2) for P-209. Each trip will cover roughly 1,200 linear feet of runway,
3. Anticipate total of nine trips (5 for Ph 1 and 4 for Ph 2) for P-401 base layer. Each trip will cover roughly 1,200 linear feet of runway,
4. Anticipate total of two trips (one per phase) for final surface course.
5. Anticipate total of two trips (one per phase) for runway safety area grading.
6. Anticipate 1 additional trip per phase and 8hrs on site each of the two trips.

**TOPOGRAPHIC SURVEY CRITERIA**

Survey effort shall anticipate the following ground feature spot checks. The QA surveying is not intended to be all-encompassing.

1. Items 1-3 above: Using high-accuracy (optical instrument) survey equipment:
  - a. Provide shots on pavement centerline every 100 ft.
  - b. Provide shots on edge of pavement (not edge of shoulder) every 100 feet.
2. Item 4 above: Using high-accuracy (optical instrument) survey equipment:
  - a. Provide shots on pavement centerline every 50 feet.
  - b. Provide shots on edge of pavement (not edge of shoulder) every 50 feet.
  - c. Provide shots at a 25-foot offset from pavement centerline every 50 feet.
3. Using GPS-Level Survey: Topo safety area/infield area on a 50-foot x 50-foot grid for the area to be regraded as defined in the plans attached.
4. Show spot elevations to nearest 0.01 foot.
5. Locate drainage swales, ridges, flow lines, and specific drainage features with safety area/infield areas.
6. Shoot additional spot elevations at pavement intersections as needed to capture transitions.

**SITE ACCESS**

This project will be located in a secured area of airport so badging will be required.

**DEADLINES**

Please provide requested proposal by July 18, 2017 so we may keep our own deadlines as given to us by Owner. Feel free to contact me with any questions.

Sincerely,  
PARKHILL, SMITH & COOPER INC.

By

  
Mark D. Haberer, P.E.  
Principal in Charge

MDH/dg  
Enclosures



# PARKHILLSMITH&COOPER

Client: City of El Paso, TX  
 Project: EPIA Runway 4-22 Reconstruction - CM  
 Project Location: El Paso International Airport  
 Agreement Date: August 2017

Parkhill, Smith & Cooper, Inc.  
 Hourly Rate Schedule  
 January 1, 2017 through December 31, 2017

Classification	Hourly Rate
<b>SUPPORT STAFF I</b>	\$48.00
Engineering Student	
Design Student	
Landscape Architect Student	
Interior Design Student	
<b>SUPPORT STAFF II</b>	\$83.00
Engineering Technician	
Engineering Student	
Design Technician	
CADD	
Survey Technician	
Accounting Specialist	
Administrative Assistant	
Project Assistant	
Word Processor	
Receptionist	
File Specialist	
<b>SUPPORT STAFF III</b>	\$92.00
Engineering Technician	
Design Technician	
CADD	
Accounting Specialist	
Administrative Assistant	
Project Assistant	
<b>PROFESSIONAL LEVEL I</b>	
Mechanical & Electrical	\$95.00
Civil & Structural	\$95.00
Architect	\$95.00
Architect Intern	
Landscape & Interior	\$92.00
Interior Design Intern	
Landscape Architect Intern	
Surveyor	
Technologist	
Resident Project Representative	
Clerical Supervisor	
<b>PROFESSIONAL LEVEL II</b>	
Mechanical & Electrical	\$108.00
Civil & Structural	\$107.00
Architect	\$103.00
Architect Intern	
Landscape & Interior	\$96.00
Interior Design Intern	
Landscape Architect Intern	
Technologist	
Resident Project Representative	
Clerical Supervisor	

Classification	Hourly Rate
<b>PROFESSIONAL LEVEL III</b>	
Mechanical & Electrical	\$129.00
Civil & Structural	\$126.00
Architect	\$117.00
Architect Intern	
Landscape & Interior	\$105.00
Interior Design Intern	
Landscape Architect Intern	
Technologist	
Resident Project Representative	
<b>PROFESSIONAL LEVEL IV</b>	
Mechanical & Electrical	\$152.00
Civil & Structural	\$149.00
Architect	\$139.00
Professional Architect	
Project Architect	
Landscape & Interior	\$115.00
Professional Landscape Architect	
Professional Interior Designer	
Project Landscape Architect	
Project Interior Designer	
Technologist	
Resident Project Representative	
<b>PROFESSIONAL LEVEL V</b>	
Mechanical & Electrical	\$186.00
Civil & Structural	\$182.00
Architect	\$170.00
Senior Architect	
Landscape & Interior	\$140.00
Project Manager	
Senior Landscape Architect	
Senior Interior Designer	
Resident Project Representative	
<b>PROFESSIONAL LEVEL VI</b>	
Mechanical & Electrical	\$210.00
Civil & Structural	\$202.00
Architect	\$191.00
Landscape & Interior	\$169.00
Studio Leader	
Senior Project Manager	
Senior Practice Leader	
Resident Project Representative	
<b>PROFESSIONAL LEVEL VII</b>	
Mechanical & Electrical	\$227.00
Civil & Structural	\$221.00
Architect	\$211.00
Landscape & Interior	\$208.00
Operations Director	
Sector Director	

## Geometrics Engineering PS Inc. Hourly Rate Schedule

Name	Hourly Rate	Multiplier	Billing Rate
Abhijit Bathe, PE	\$ 75.00	2.51	\$ 188.00
Joshua Alcantara PE	\$ 60.00	2.50	\$ 150.00
Jack Scott, PE	\$ 200.00	1.10	\$ 220.00
Gail Scott, EIT	\$ 31.74	2.99	\$ 95.00
Admin Support	\$ 25.00	2.00	\$ 50.00

**All About Pavements, Inc.**  
**2017 HOURLY BILL RATES**

CATEGORY	HRLY BILL RATE
PRINCIPAL ENGINEER API	\$174.00
PROJECT MANAGER	\$138.00
SR PROJECT ENGINEER	\$125.00
PROJECT ENGINEER	\$117.00
AUTOCAD OPERATOR	\$108.00
SR. TECHNICIAN	\$91.00
TECHNICIAN	\$46.00
ADMINISTRATIVE ASSISTANT	\$46.00
NDT EQUIPMENT PER DAY	\$2,250

Note: All travel and other direct costs to be reimbursed at cost with no markup.

# FY 2017 Per Diem Rates for El Paso Texas

Cities not appearing below may be located within a county for which rates are listed.  
 To determine what county a city is located in, visit the National Association of Counties (NACo) website (a non-federal website).

**October 2016 - September 2017** The following rates apply for El Paso Texas. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

Primary Destination (1, 2)	County (3, 4)	2016 Oct	Nov	Dec	2017 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	M&IE (5)
El Paso	El Paso	\$96	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$59

## Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. Meals and Incidental Expenses, see Breakdown of M&IE Expenses for important information on first and last days of travel.



**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the "EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES hereinafter referred to as the Project, the Consultant will provide the Basic 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 Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under 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 oversight and management of the Project within the allocated budget. 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.

**CONSTRUCTION PHASE**

At Owner's request, the Consultant shall provide the following services associated with the construction phase of the Project:

1. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of 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 from time to time.
2. Issue the Owner's instructions to the construction contractor when required to do so,
3. The construction manager/project inspector shall inspect work performed by Contractors, Subcontractors, Vendors as required by construction documents and City of El Paso Engineering requirements and guidelines.
4. Monitor and manage the project construction contract, cost and schedule.



5. Visit the construction site at least three times per 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. 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's efforts shall be directed toward providing assurance for the Owner that the 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.
6. The Consultant shall provide the Owner with detailed typed or printed field notes for each construction site visit to include, but not limited to, notations regarding the number of workers present on the job site, the weather conditions and how the weather conditions may/may not affect the performance of the work for that day, the material or equipment delivered, any filed problems, a summary of construction activities, result of follow up inspection of previously reported deficiencies, any verbal discussions that took place, any concerns or problems to be addressed and the rate of progress on the work.
7. Schedule and lead the weekly progress meetings, properly documenting all issues and ensure all stakeholders are present to resolve them in order to keep the project moving forward. Assist in the coordination of the project with third parties.
8. Review, process and track all 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 five City working days following receipt of submittal documents, or as required by the Owner.
9. Prepare change orders to include independent detailed opinion of probable construction cost, for the Owner's approval, after securing approval of all agencies having approval authority over the construction contract.
10. Based on the Consultant's on-site observations as an experienced professional and on review of the construction contractor's applications for payment and supporting data (supporting data shall include detailed plan sheets showing the limits of payment for verified quantities and/or detailed quantity sheets), determine the amount owing to the construction contractor and 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, meets the required standards for any tests called for in the construction contract documents, and conforms to any qualifications stated in the construction contract documents. 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 the construction contract price.

Schedule the initial start-up and test operation of equipment or devices.

11. Conduct with the Owner and construction contractor brief preliminary inspections as needed, at times requested by the construction contractor to determine if the Project is ready for substantial completion inspection.
12. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA RAS inspector or State certified ADA consultant, and the construction contractor, a substantial completion 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 substantial completion inspection.
13. In conjunction with the design consultant, issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 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.
14. Coordinate the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
15. Schedule and conduct with the Owner a final inspection to 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.
16. Consultant shall review any close out documentation as required by the contract, including but not limited to maintenance and operation 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.
17. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

18. 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 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.
19. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
20. The Consultant may perform Additional Services in connection with the Project, which are not otherwise provided for in this Agreement. The owner shall pay for such Additional Services at the rates established by Consultant in Attachment "B" except where those services are required as a result of negligence or other fault on the part of the Consultant.

## **ATTACHMENT "D" PAYMENT SCHEDULE**

For the "EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **TWO MILLION EIGHT HUNDRED FIFTY THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS (\$2,850,140.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

### **PAYMENT SCHEDULE**

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 construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

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.

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

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

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. The 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 the Owner's fiscal year.

**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 Owner. 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.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**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).

**ATTACHMENT "E"**  
**INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sanford & Tatum Insurance Agency PO Box 64790 Lubbock TX 79464		<b>CONTACT NAME:</b> Dee Bartlett	
		<b>PHONE (A/C, No., Ext):</b> (806) 792-5564	<b>FAX (A/C, No.):</b> (806) 792-9344
		<b>E-MAIL ADDRESS:</b> bartlettdd@sanfordtatum.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Charter Oaks Fire Ins. Co	<b>NAIC #</b> 25615
		<b>INSURER B:</b> Travelers Indemnity Co of America	25666
		<b>INSURER C:</b> The Phoenix Insurance Company	25623
		<b>INSURER D:</b> Travelers Indemnity Co of CT	25682
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 16/17                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		630-5B948872	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA-5B948872	9/30/2016	9/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED. RETENTIONS		CUP-5B948872	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	UB-5B948872	9/30/2016	9/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: MANAGEMENT AND INSPECTION SERVICES 2017-2019, EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF RUNWAY 4-22 CONSTRUCTION; THE GENERAL LIABILITY & AUTO POLICIES INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. THE GENERAL LIABILITY, AUTO & WORKERS COMP POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT. THE GENERAL LIABILITY, AUTO & WORKERS' COMP POLICIES INCLUDE

<b>CERTIFICATE HOLDER</b>  CITY OF EL PASO CAPITAL IMPROVEMENT DEPARTMENT CITY 2 218 N. CAMPBELL, 2ND FLOOR EL PASO, TX 79901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Diannah Tatum/DAB <i>Diannah Tatum</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

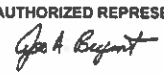
<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	<b>CONTACT NAME:</b> Joseph A Bryant <b>PHONE (A/C, No, Ext):</b> (214) 503-1212 <b>FAX (A/C, No):</b> (214) 503-8899 <b>E-MAIL ADDRESS:</b>  <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Casualty and Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty and Surety Co	19038	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Parkhill, Smith & Cooper, Inc.  4222 85th St.  Lubbock TX 79423															

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 34165 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L EACH ACCIDENT \$
							E.L DISEASE - EA EMPLOYEE \$
							E.L DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	106653747	01/10/2017	01/10/2018	Per Claim \$ 2,000,000
							Annual Aggregate \$ 4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation is in favor of the certificate holder on all policies. RE: Management and Inspection Services 2017-2019 - El Paso International Airport Reconstruction of Runway 4-22 Construction

<b>CERTIFICATE HOLDER</b>  The City of El Paso Texas Capital Improvement Department City 2 218 N. Campbell, 2nd. Floor El Paso TX 79901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Tutton Insurance Services, Inc. 2913 S Pullman Street License #0B89376 Santa Ana CA 92705	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (949) 261-5335 FAX (A/C, No.): (949) 261-1911 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Geometrics Engineering P.S. Inc. 8819 230th Way NE Redmond WA 98053	<b>INSURER A:</b> Continental Casualty Co. 20443	
	<b>INSURER B:</b> The Continental Insurance Company 35289	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 17-18 GL/BA/UMB/PROFF

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER			6012146606	5/9/2017	5/9/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Stop Gap \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6016670056	5/9/2017	5/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6016670073	5/9/2017	5/9/2018	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE
							OTHER
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
A	Professional Liability Pollution Incident Liab			MCH591888691 Retro Date 05-09-15	5/9/2017	5/9/2018	Each Claim/Aggregate Limit \$3,000,000
							Deductible per Claim \$2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stanley Tutton/KARLA

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2017

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<b>PRODUCER</b> 855-491-0974  Wells Fargo Insurance Services USA, Inc.  550 South 4th St Minneapolis, MN 55415	<b>CONTACT NAME:</b> Robert C Kittle <b>PHONE (A/C, No, Ext):</b> 612-594-5745 <b>FAX (A/C, No):</b> 866-407-7326 <b>E-MAIL ADDRESS:</b> robert.c.kittle@wellsfargo.com														
<b>INSURED</b> All About Pavements, Inc.  1109 E. White Oak Rd.  Mahomet, IL 61853	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C : Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER D : Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : Continental Casualty Company	20443	INSURER C : Transportation Insurance Company	20494	INSURER D : Lloyd's of London		INSURER E :		INSURER F :	
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INSURER D : Lloyd's of London															
INSURER E :															
INSURER F :															

**COVERAGES**
**CERTIFICATE NUMBER: 11944973**
**REVISION NUMBER: See below**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5092187423	8/1/2016	8/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000																										
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GENERAL AGGREGATE	\$	2,000,000																										
PRODUCTS - COMP/OP AGG	\$	2,000,000																										
	\$																											
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			5094218604	8/1/2016	8/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																										
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	\$																											
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5092189947	8/1/2016	8/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	5,000,000	AGGREGATE	\$	5,000,000		\$													
EACH OCCURRENCE	\$	5,000,000																										
AGGREGATE	\$	5,000,000																										
	\$																											
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5092187423	8/1/2016	8/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																											
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E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
D	Professional Liability			ANE1606424.16	08/01/2016	08/01/2017	Each Claim: \$2,000,000 Aggregate \$2,000,000																					
D	Professional Liability			ANE1606424.16	08/01/2016	08/01/2017																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate of Insurance

**CERTIFICATE HOLDER**
**CANCELLATION**

 BUTLER, FAIRMAN and SEUFERT, INC.  
 8450 Westfield Boulevard, Suite 300  
 Indianapolis, IN 46240

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**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 "Owner".**

**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 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. 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 submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### **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.

\*\*\*\*\*

## 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 of 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

\_\_\_\_\_

Consultant 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 of 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
Consultant 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.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

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 Statutes 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 Acts, Regulations, 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 subcontractor 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.

6. **CLEAN AIR AND WATER POLLUTION CONTROL (all contracts that exceed \$100,000)**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in

Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all 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) above, 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 above, 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 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

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 any monies 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 above.

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 section.

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

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

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

**Contract Assurance (49 CFR § 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 (49 CFR §26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) 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 City. This clause applies to both DBE and non-DBE subcontractors.

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

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)**

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.

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 the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

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

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

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

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 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 published by the Office of the United States Trade Representative (USTR);
- 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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.

**16. TEXTING WHEN DRIVING (all contracts)**

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), 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.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.





# Professional Services Agreement for Construction Management and Inspection Services for Reconstruction of Runway 4-22

## *Strategic Plan Goal:*

**No. 1 Create an Environment Conducive to Strong Sustainable  
Economic Development**

**August 22, 2017**

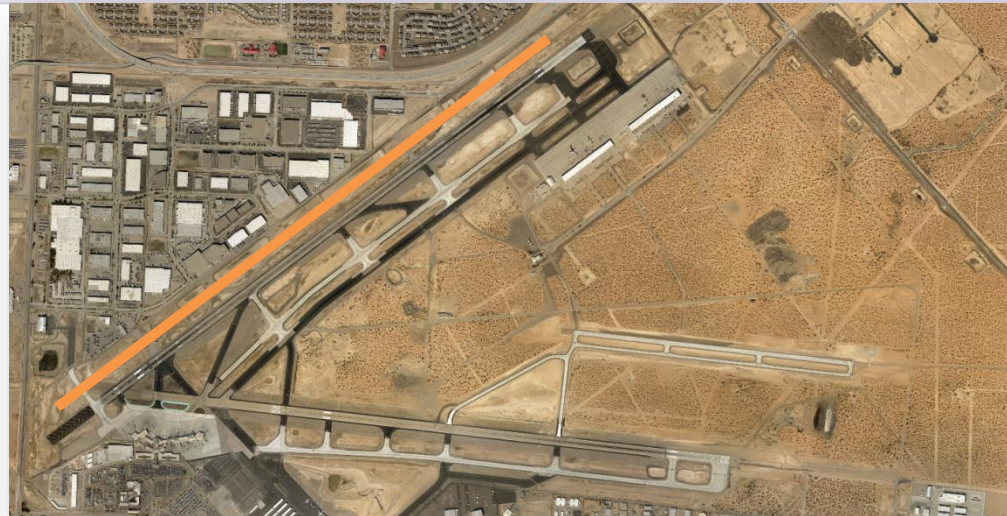
*"Delivering Outstanding Services"*



# Professional Service Agreement for Construction Management and Inspection Services for Reconstruction of Runway 4-22

## Background

- The reconstruction Runway 4-22, will begin beginning fall 2017. This professional service agreement is to provide construction management and inspection for the reconstruction of Runway 4-22.
- This services will be funded by Federal Aviation Administration Grant and Passenger Facility Charge Funds





# Professional Service Agreement for Construction Management and Inspection Services for Reconstruction of Runway 4-22

## Scope of Work

- Provide daily construction management
- Provide inspection to ensure adherence to contract specifications
- Provide reports required by FAA
- Coordination of Airfield Operation Impacts



# Professional Service Agreement for Construction Management and Inspection Services for Reconstruction of Runway 4-22

## Procurement and Award Summary

- **Procurement**
  - Consultant was selected using Architect/Engineer Selection process
    - Qualification Based Selection
    - State Required
  - Four (4) firms submitted Statement of Qualifications (SOQ)
- **Award**
  - ParkHill Smith & Cooper, Inc. was selected
  - Contract award: \$2,850,140.00
  - Two (2) year contract



# Professional Service Agreement for Construction Management and Inspection Services for Reconstruction of Runway 4-22

End of Presentation

## Questions & Comments