

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



**DEPARTMENT:** Capital Improvements

**AGENDA DATE:** 8/19/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Yvette Hernandez, City Engineer

**PHONE NUMBER:** 915-212-0065

**DISTRICT(S) AFFECTED:** 3

**STRATEGIC GOAL:** No. 1: Cultivate an Environment Conducive to Strong, Economic Development

**SUBGOAL:** 1.4: Grow the core business of air transportation

**SUBJECT:**

Discussion and action on a resolution authorizing the City Manager, or designee, to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GARVER, LLC, a Arkansas, USA, Foreign Limited Liability Company (LLC), for a project known as "Civil Engineering Services for the El Paso International Airport Terminal Ramp Pavement Reconstruction" for an amount not to exceed \$2,386,100.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$2,486,100.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**BACKGROUND / DISCUSSION:**

The terminal ramp is the primary pavement used for staging aircraft for the commercial service flights in and out of EPIA. The purpose of this project is to replace the aging pavement on the ramp to the current FAA design standards and replacing the existing underground utilities (i.e. water, sewer, and gas). This project will improve the safety of airport operators and users by providing a reliable pavement section, reducing maintenance efforts and reducing FOD potential.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

\$2,386,100.00 - Airport Enterprise

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)
N/A	

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

**DEPARTMENT HEAD:** Gvette Hernandez  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## 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 GARVER, LLC, a Arkansas, USA, Foreign Limited Liability Company (LLC), for a project known as “Civil Engineering Services for the El Paso International Airport Terminal Ramp Pavement Reconstruction” for an amount not to exceed \$2,386,100.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$2,486,100.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Mona M. Heydarian*  
Mona M. Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Yvette Hernandez*  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department



CITY OF EL PASO  
CAPITAL IMPROVEMENT DEPARTMENT  
218 N. CAMPBELL, 2ND FLOOR  
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY				
SOLICITATION #2025-0328R CE SERVICES FOR THE EPIA TERMINAL RAMP PAVEMENT RECONSTRUCTION				
CONSULTANT	BURNS & MCDONNEL	GARVER	LOCHNER	PARKHILL
Rater 1	66	70	54	56
Rater 2	57	78	62	68
Rater 3	54	77	65	71
Total Rater Scores	177	225	181	195
References	6.2	10	9.9	7.39
Overall Score:	183.2	235	190.9	202.4

Rankings	Consultant
1	GARVER
2	PARKHILL

Rankings	Consultant
3	LOCHNER
4	BURNS & MCDONNEL

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 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 Garver, LLC, a Arkansas, USA, foreign limited liability ompany (LLC) professional limited liability company, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “Civil Engineering Services for the El Paso International Airport Terminal Ramp Pavement Reconstruction”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; 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 and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.  
PROJECT**

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

**2.2** 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 (5) working day 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 **\$2,386,100.00** for all basic services and reimbursables performed pursuant to this Agreement.

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 **\$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.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.000**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

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"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

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

**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 CONSTRUCTION BUDGET AND TIME.** The Consultant acknowledges that the project total construction budget is \$2,386,100.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

## ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- 4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.
- 4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- 4.3 TERMINATION.** This Agreement may be terminated as provided herein.
- 4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- 4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to



this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**4.3.4 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  
\$1,000,000.00 Products/Completed Operations  
\$1,000,000.00 Personal and Advertising Injury
  
- 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 \$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.

## **ARTICLE VI. FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE 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 and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state 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 and State 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 shall apply, **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 (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment “F”.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant’s obligation to comply with any Federal and State 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.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to

practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror 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 offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

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

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

**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. ADP 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 Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, 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 Client 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 Client 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 Client to enter into such litigation to protect the interests of Client 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 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

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

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

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

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed 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.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the

Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has 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, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, 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.

## **7.6 CONTRACTING INFORMATION**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**7.7 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.

**7.8 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.

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

**7.10 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.

**7.11 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.

**7.12 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:                      GARVER, LLC  
   ATTN: Colin Bible  
   221 N Kansas Street  
   El Paso, Texas 79901

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

**7.13 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.

**7.14 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.



**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mona M. Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Yvette Hernandez, City Engineer  
Capital Improvement Department

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by **Dionne Mack**, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

*(Signatures begin on following page)*

**CONSULTANT:**

By: Colin Bible  
Name: Colin Bible  
Title: Vice President

**ACKNOWLEDGEMENT**

THE STATE OF Texas §  
§  
COUNTY OF El Paso §

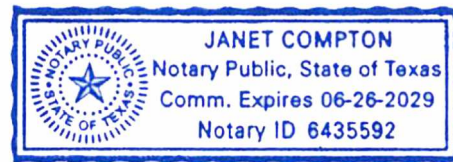
This instrument was acknowledged before me on this 4th day of August, 2025,  
by Colin Bible, Project Manager, on behalf of the Consultant.

Janet Compton

Notary Public, State of Texas

My commission expires:

6/26/29



**ATTACHMENT “A”  
SCOPE OF SERVICES**



# BROCK & BUSTILLOS INC.

CONSULTING CIVIL ENGINEERS ■ URBAN DESIGNERS ■ LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

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

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

HECTOR MARTINEZ, P.E.  
Associate Partner

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

April 23, 2025

**VIA E-MAIL: [CMBible@GarverUSA.com](mailto:CMBible@GarverUSA.com)**

Garver USA  
221 N. Kansas Street, Suite 1208  
El Paso, Texas 79901

Attn: Mr. Colin Bible, P.E., Senior Project Manager

Re: A 30.8± acres El Paso International Airport Terminal Apron Pavement Reconstruction project being a portion of Lot 1, EPIA CONRAC Subdivision and a portion of Section 31, Block 80, Township 2, T&P R.R. Surveys, 6701 Convair Drive, City of El Paso, El Paso County, Texas  
Proposal No. 2025-0410

Dear Mr. Bible:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work based on the information received:

## **SCOPE OF WORK:**

1. Verify if existing airport badges are valid to work in the Secured Identification Display Area (SIDA);
2. Initiate a Texas 811 Call before you dig utility locating ticket;
3. Coordinate access to the project site through client and airport officials;
4. Locate and measure the existing Primary & Secondary Airport Control stations;
5. Establish eight (8) temporary benchmarks inside project area for use during construction activities;
6. Horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 and will be scaled to surface;
7. Elevations will be referenced to the North American Vertical Datum of 1988, (NAVD88);
8. Perform a topographic and improvement survey of the project area as shown on exhibit provided by client and attached hereto;
9. Topographic data shall be collected on a 50 feet by 50 feet grid where applicable and include any ditches, swales, flowlines, tops, toes, electrical structures, edge lights, signs, utility marks, storm drain structures, inverts, sizes, pavement, joints, markings, buildings, finish floors, walls, fences, etc.;
10. Prepare a topographic and improvement survey detailing all existing improvements and a one half foot (0.5') contour interval map;
11. Prepare a horizontal and vertical survey control map; and
12. Deliver one (1) pdf copy, one (1) AutoCAD Civil 3D 2020 drawing and one (1) LandXML files of the topographic and improvement survey map and the horizontal and vertical control map plus copies of field notes, sketches, photographs, point files CSV, point description code list to Garver USA.

**Garver USA**

Attn: Mr. Colin Bible, PE, SPM

RE: ELP Terminal Apron Pavement Reconstruction

Proposal No. 2025-0410

April 23, 2025

Page 2 of 3

**EXEMPTIONS:**

The following is excluded unless otherwise requested: FAA Circulars; boundary survey; night work; Title Commitment; ALTA/NSPS Land Title Survey; construction staking; subdivision plat; elevation certificate(s); rezoning application; special permit application; all permit and application submittal fees; sub-surface utility engineering and/or mapping and/or potholing; landscaping and/or irrigation plans; illumination and electrical design; staking of new city monuments; verification of elevations for new city monuments; traffic impact analysis or investigations; as-built survey; preparation of as-built plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation and monitoring of SWPPP through construction activities; City of El Paso or County of El Paso permit fees; TxDOT permit fees; filing fees; tax certificates; geotechnical investigation; soils classification; soil percolation testing; pavement design; fire access road design; parking lot design; grading and drainage plans; subdivision improvements design; sub-surface utility engineering; all fire suppression related coordination and improvement plans; ADA and TDLR review, construction commencement notification and inspection; any extended Construction Administrative services; one year warranty walk through; and any other item not specifically listed in the above scope of work.

**COMPLETION:**

**Brock & Bustillos Inc.** will complete the above Scopes of Work within forty-five (45) workdays of receiving your written notice to proceed.

**BASIS OF COMPENSATION:**

We propose that **Brock & Bustillos Inc.** be compensated based on a Lump Sum Amount of **\$54,261.25** for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions."

**TERMINATION AGREEMENT:**

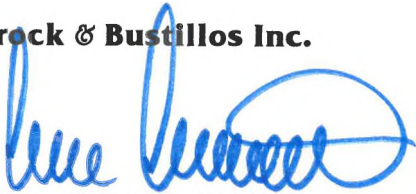
This agreement may be terminated without cause at any time prior to completion of work by either "**Garver USA**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Garver USA**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement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

**ACCEPTANCE:**

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our written notice to proceed. Please contact me if you have any questions concerning this proposal.

Sincerely,

**Brock & Bustillos Inc.**



Aaron Alvarado, RPLS  
Vice-President Surveying

Attachment: (1) Other Terms & Conditions  
(2) Survey Limits Exhibit B  
(3) Fee Breakdown

**Authorization To Proceed**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

P.O./REF. No.: \_\_\_\_\_

## **OTHER TERMS AND CONDITIONS**

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

### **Service Fees:**

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

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

	<b><u>BASIC RATE</u></b>	<b><u>OVERTIME RATE</u></b>
<b>Two-Man Party</b>	<b>\$179.00/Hour</b>	<b>\$268.50/Hour</b>
<b>Three-Man Party</b>	<b>\$250.00/Hour</b>	<b>\$375.00/Hour</b>
<b>Two-Man w/Prof. Surveyor as Party Chief</b>	<b>\$310.00/Hour</b>	<b>\$465.00/Hour</b>

### **Direct Expenses:**

For all direct expense, including supplies, transportation, telephone toll charges, reproductions, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge will be invoice cost plus 10 percent. Travel by vehicles owned by the Engineer will be at 70-cents per mile and surveying vehicles will be at 1.10 cents per mile.

### **Outside Services:**

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

### **Indemnification:**

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

### **Risk Allocation:**

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

### **Ownership of Documents:**

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

### **Dispute Resolution:**

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

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

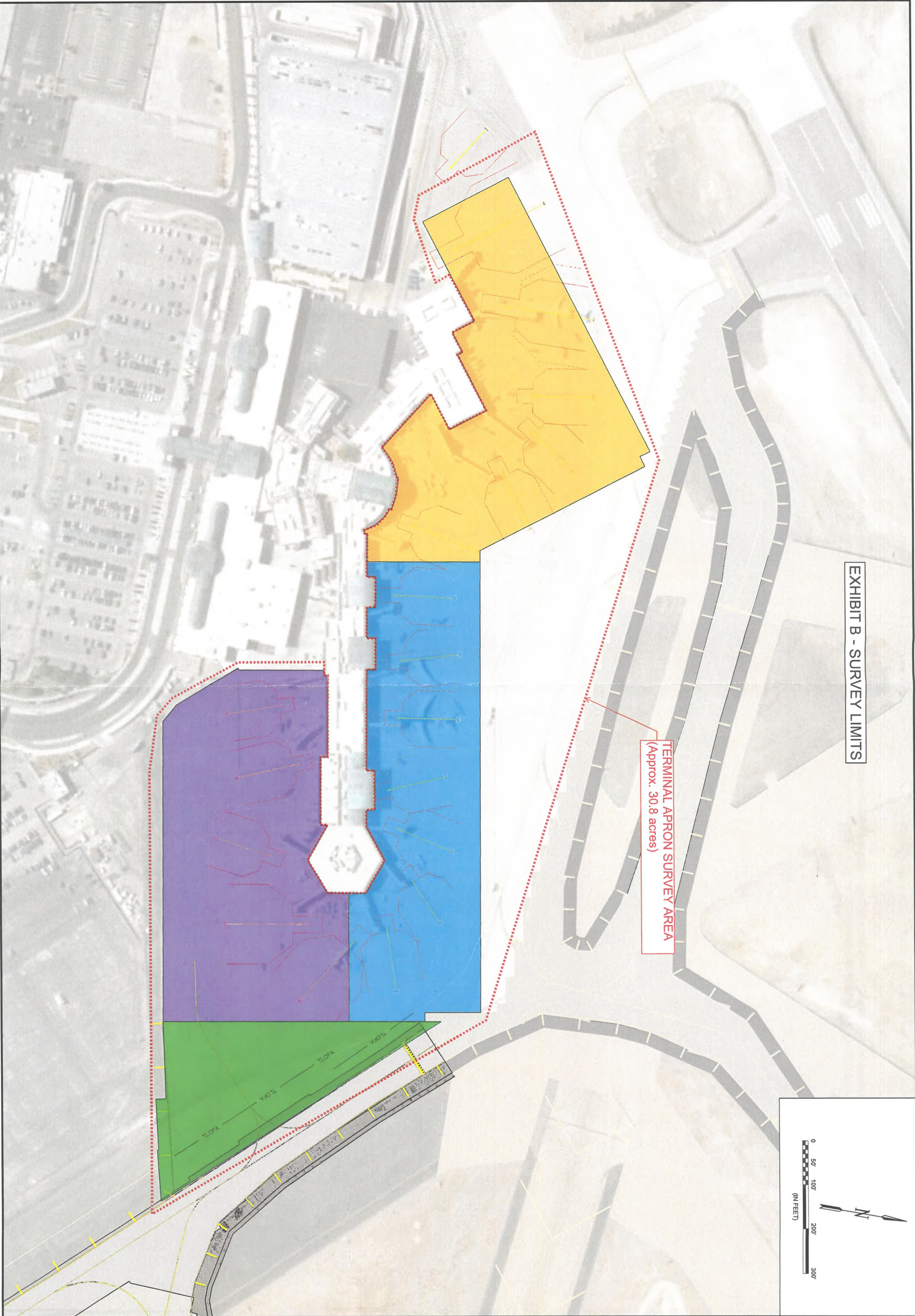
**The State of Texas has imposed sales tax on certain boundary related survey services. When applicable, the invoice will show total amount of taxable services, percentage rate of sales tax, and amount of sales tax charged.**

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

### **Billings/Payments:**

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





<div><div><div><div><div></div><div>G</div></div><div>GARVER</div></div><div><div>© 2022 GARVER, LLC</div><div>THIS DOCUMENT CONTAINS THE IDEAS AND DESIGNS CONCEPTS AND DESIGN DEVELOPMENT SERVICES AND THE PROPERTY OF GARVER, LLC. ANY USE, REUSE, REPRODUCTION, OR DISSEMINATION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONCEPTS AND DESIGN DEVELOPMENT SERVICES, WITHOUT THE WRITTEN AUTHORIZATION OF GARVER, LLC OR EXPLICITLY AUTHORIZED SERVICE PROFESSIONAL SERVICE AGREEMENT FOR THIS WORK.</div></div></div></div>		EI PASO INTERNATIONAL AIRPORT EL PASO, TEXAS				TERMINAL APRON REHABILITATION			
JOB NO.: 22A25604 DATE: DEC 2024 DESIGNED BY: SMR DRAWN BY: PS		REV.	DATE	DESCRIPTION	BY				
DRAWING NUMBER <b>EXB B</b>									
SHEET NUMBER									



**Fee Estimate**  
**City of El Paso**

**Consultant:** *Brock & Bustillos Inc.*

Senior Project Manager	Project Manager	Engineer IV	Engineer III Designer	Engineer I Tech.	2-Man Crew	Sr. Survey CAD Draftsman	Admin Assistant	Task Hours	Task Fee
\$ 248.00	\$ -	\$ 179.00	\$ 133.00	\$ 100.00	\$ 90.00				

DIRECT COST ESTIMATE			
	Billing Unit	Qty	Amount
Direct Costs			
Mileage	Mile	800	\$ 560.00
K11 BMW Bond	Page	0.25	\$ 50.00
Manuals	Each	200	\$ -
X38 BMW Mylar	Sheet	14.88	\$ -
X17 BMW Mylar	Sheet	4	\$ -
TV Crew Supplies	Day	4	\$ 400.00
TV Traffic Control	Day	1	\$ -
X38 BMW Bond	Sheet	8.13	\$ 405.50
X38 BMW Bond	Sheet	75	\$ 39.75
Total Surcharge	Each	\$00.00	\$ -
(Applied to CO-Rom)	Each	\$	\$ -
Total Direct Cost			\$1,455.25
SUBCONSULTANTS COST ESTIMATE			
			Amount
Total Subconsultants Cost			\$ -



## **EXHIBIT A (SCOPE OF SERVICES)**

Generally, the Scope of Services includes the following professional services for improvements to the Terminal Ramp Reconstruction at El Paso International Airport. Improvements will consist primarily of the reconstruction of approximately 25 acres of existing concrete pavement and corresponding utility infrastructure as shown in Exhibit A.

- Surveying Services (Lump Sum)
- Geotechnical Services (Lump Sum)
- Design Services (Lump Sum)
  - 30% Preliminary Design
  - 60% Pre-Final Design
  - 90% Final Design
  - 100% Issued for Bid
- Bidding Services (Time and Materials)
- Construction Administration Services (Time and Materials)

### **1. SURVEYING SERVICES**

- 1.1. Design Surveys. Brock & Bustillos, as a subconsultant to Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Survey team members will be escorted by Owner's staff.
- 1.2. The surveyor will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, gate envelope markings, passenger boarding bridge rotunda heights and swing limits, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.
- 1.3. Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

### **2. GEOTECHNICAL SERVICES**

- 2.1. Professional Service Industries, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.
- 2.2. The geotechnical services will be limited to existing pavement corings and soil borings and analysis of the existing materials. Recommendations for soil treatment will be submitted to Garver for use in development of pavement section alternatives.



### 3. DESIGN SERVICES

- 3.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of two (2) construction contracts. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA/ City of El Paso from which approval must be obtained.
- 3.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.
  - 3.2.1. Modifications to Standard: Garver will develop a modification to standard (MOS) as needed for the project. Garver will prepare the necessary MOS documentation for submission to the FAA through the Airport Data and Information Portal (ADIP). Documentation will include details of the defined standard, why the standard cannot be met, viable alternatives, and any necessary restrictions associated with the MOS.
- 3.3. Eligibility Assessment: As part of the design, Garver will work with the Owner and FAA to perform an eligibility assessment of the proposed project limits, specifically the limits of pavement within 50-ft of the terminal building or other pavements exclusive to non-aircraft pavement.
- 3.4. Project Management Plan / Quality Control Procedures
  - 5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.
  - 5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers, project engineers, and/or senior construction observers who are experienced in the relevant discipline and design elements under review. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.
- 3.5. Environmental Coordination
  - 3.5.1. Garver will develop erosion control plans and details. During construction, the SWPPP and NOI shall be submitted to the TCEQ for review and permitting by the construction contractor.
- 3.6. Airspace Analysis: Garver will prepare and submit the project to the FAA for temporary airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.



### Construction Safety and Phasing Plan

3.6.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction. It is assumed that Garver will hold three meetings with airline station managers as part of CSPP development.

3.6.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

### 3.7. Existing Conditions Review

3.7.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

3.7.2. Site Visits: Garver's engineers will perform a site visit during Preliminary Design and a site visit for each stage of final design to the project site to review existing conditions and evaluate survey and record document data and verify design documents in the field.

3.8. Pavement Design: Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Airport Master Plan. Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen. For concrete pavement design, Garver will design joint patterns and jointing details.

3.9. Geometric Design: Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards.

3.10. Modeling: Garver will develop preliminary apron grading based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of preliminary grading, additional grading features will be developed based on pavement design and other design features. Modeling will include all surface changes from the building edge to the tie into existing grade for the project site. After incorporation of all grading features, a final grading surface will be completed. Modeling will be an iterative process to determine an efficient design solution.

3.11. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes. Due to the existing constraints on all sides of the project, full compliance with local codes including, but not limited to, NFPA 415 *Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways* may not be practical.

As part of the grading design, Garver will evaluate Passenger Boarding Bridge slopes for ADA compliance. Any deviations will be reported to the Owner for review.



3.12. Utility/Electrical Engineering: It is expected that the following utilities will require relocation / modification as part of the project. Garver will coordinate with the Owner and applicable utility owners for utility relocation design. In addition to the utilities listed below, Garver will also design infrastructure for future utility extensions.

- Electrical
- Water

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

3.13. Specifications and Contract Documents

3.13.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

3.13.2. Construction Contract Documents: Garver will develop construction contract documents based on the City of El Paso/Owner. Final construction contract documents will be submitted to the Owner for final review and approval.

3.14. Engineer's Report: Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions
  - Site Survey
  - Geotechnical Investigation
  - Project Photographs
- Applicable AIP Standards
- Construction Safety and Phasing
- Geometric Design
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- NAVAIDS
- Pavement Markings
- Environmental Considerations
- Utility Design
- Miscellaneous Design Items
- Modifications to AIP Standards
- DBE Participation
- Project Schedule



- Engineer's Opinion of Probable Cost
- Appendices

3.15. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

3.16. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

3.16.1. 30% Preliminary Engineering

3.16.1.1. Garver will develop Preliminary Engineering Design and submit to the Owner for review. It is anticipated that the Owner will review the design submission within 15 calendar days.

3.16.1.2. At the completion of the Owner review period, Garver will meet with the Owner to review the Preliminary Design and to receive Owner comments and direction.

3.16.2. 60% Pre-Final Design

3.16.2.1. Garver will develop 60% pre-final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within 15 calendar days.

3.16.2.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 60% pre-final design plans, specifications, and engineer's report and to receive Owner comments and direction.

3.16.3. 90% Final Design - Stage I/II and Stage III

3.16.3.1. Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within 15 calendar days.

3.16.3.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

3.16.4. 100% Issued for Bid (IFB) - Stage I/II and Stage III: Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within 15 calendar days.



#### **4. BIDDING SERVICES**

- 4.1. Bidding. Garver will attend a pre-bid conference and assist in answering bidder's questions for both bid packages.
- 4.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 4.3. Garver will assist the Owner in evaluating bids or proposals. Garver will submit a letter of recommendation of award to the Owner.

#### **5. CONSTRUCTION ADMINISTRATION SERVICES**

- 5.1. Construction is anticipated to be completed over two (2) construction years (FY 2026 through FY 2028) and two (2) construction contracts to be bid in two construction years (FY 2026 and FY 2027). During the construction phase of work, Garver will accomplish the tasks below.

- 5.2. Issued for Construction (IFC) Documents

- 5.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

- 5.3. Construction Management Plan

- 5.3.1. Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

- 5.4. Submittals

- 5.4.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the





materials, systems or equipment will meet the performance criteria required by the Contract Documents.

#### 5.5. Preconstruction Meeting

5.5.1. Garver will attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

#### 5.6. Progress Meetings

5.6.1. As a minimum, Garver's Project Manager will attend weekly progress meetings with the Owner and Contractor. It is expected that eight (8) meetings will be held on-site, and 35 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

#### 5.7. RFIs

5.7.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

#### 5.8. Record Drawings

5.8.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.

#### 5.9. Change Orders

5.9.1. Garver will review and make recommendations related to Change Orders submitted or proposed by the Owner and Contractor. Garver will assist in developing associated cost estimates. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

#### 5.10. Final Inspection

5.10.1. Garver will participate in a pre-final walkthrough with the Owner for each construction contract. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.





## **6. PROJECT DELIVERABLES**

6.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Preliminary Design to the Owner and FAA.
  - One hard copy to the Owner and FAA.
- 60% Pre-Final Design Plans, Specifications, and Report to the Owner, FAA, and affected Utilities.
- 90% Final Design Plans, Specifications, and Report to the Owner and FAA for Stage I, II, and III
- 100% Issued for Bid Plans, Specifications, and Report to the Owner and FAA.
- Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
  - Three hard copies to the Contractor
  - One copy to the FAA
- Construction Management Plan to the Owner and FAA
- Reviewed submittals to the Contractor.
- Record Plans and Specifications to the Owner and FAA.
  - One hard copy to the Owner.
- Other electronic files as requested.
- Final Engineer's Report shall be completed by Garver based on information provided by the City, Airport, and Construction Manager.

## **7. ADDITIONAL SERVICES**

7.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction. Changes conditions may include, but are not limited to major changes to pavement, building, or utility alignments.
- Boundary and property survey and easement development are not included within the surveying services.
- Deliverables beyond those listed herein.
- Design of any gas, sanitary sewer, or communication utility relocation.
- Design of any glycol collection systems or any systems to manage aircraft deicing runoff.
- Design related to new or existing terminal or boarding bridge elements, including those elements that are mounted on existing apron pavement. The design scope ends at the face of any existing building.
- Design of blast wall infrastructure.
- Apron lighting improvements or analysis.
- Adjustments to existing or addition of new apron mounted generators.
- Adjustments to existing or additional of new apron mounted HVAC equipment.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design with the exception of drainage structures.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TCEQ.
- On-Site Construction Observation, and/or Construction Materials Testing.



- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Permitting for environmentally sensitive areas.
- Drainage analysis for approval by City of El Paso.
- Design of NAVAIDs, PAPIs, and the coordination of FAA Reimbursable Agreements (RAs) are not anticipated for this project.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- A Third-Party led Safety Risk Assessment (SRA) is not intended for this project. An ATCT led SRMP (Safety Risk Management Panel) is planned.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
- Contractor Payroll review, DBE compliance, progress payments, periodic FAA reporting (including FAA Form 5370-1), and closeout services will be performed by the Construction Management firm that is selected under a separate contract award.

## 8. SCHEDULE

- 8.1. Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:

Design Phase	Calendar Days
Surveying/Geotechnical Services	60 Days from Agreement Execution
30% Preliminary Design	75 Days from Receipt of Survey
60% Pre-Final Design	60 Days from Receipt of 30% Preliminary Design Comments
90% Final Design – Stage I/II	30 Days from Receipt of 60% Pre-Final Design Comments
100% Issued for Bid – Stage I/II	15 Days from Receipt of 90% Final Design Comments
90% Final Design – Stage III	60 Days from Receipt of 90% Final Design – Stage I/II Comments
100% Issued for Bid – Stage III	15 Days from Receipt of 90% Final Design Comments



## Exhibit A

The target year of construction for Phase 1 & 2 is 2026. Phase 3 will occur in 2027. See schematic below for informational purposes only.



**ATTACHMENT “B”**  
**CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

April 21, 2025

Garver  
221 N. Kansas Street, Suite 1208  
El Paso, Texas 79901

Attn: Colin Bible  
[CMBible@GarverUSA.com](mailto:CMBible@GarverUSA.com)

Re: **Proposal for Geotechnical Engineering Services**  
**ELP Terminal Apron Reconstruction**  
6701 Convair Road  
El Paso, Texas  
PSI Proposal No. 0625-450200

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to perform a geotechnical exploration / investigation at the above-referenced property. PSI appreciates the opportunity to propose these services and looks forward to being part of the design team. A review of the provided project information, along with a proposed scope of services, schedule, and fee are provided below.

#### **SITE LOCATION AND DESCRIPTION**

Currently the site consists of an approximate 23-acre parcel located at 6701 Convair Road in El Paso, Texas. Based on an aerial view, the site consists of an existing concrete paved terminal apron. The property is bounded by airport runways to the north, east, and west, and the El Paso International Airport Terminal to the south.

#### **PROJECT UNDERSTANDING**

Based on the information provided, the proposed construction will consist of the reconstruction of the existing PCC pavement of the commercial service terminal apron. Heavy duty PCC pavement is anticipated for the apron. We understand these pavements are to be designed in accordance with FAA Standards with gross weights greater than 100,000 lbs.

Should any of the above information be inconsistent with your objectives, it is requested that you contact PSI immediately to allow us to make any necessary modifications to this proposal.





## **SCOPE OF WORK**

The geotechnical engineering scope of services will include the following items.

1. Project Management
2. Field Activities
3. Laboratory Testing Program
4. Data Report

## **FIELD ACTIVITIES**

PSI proposes that the subsurface conditions be explored by soil borings following the provided PSI drilling program. The table below summarizes the exploratory boring program.

**SUMMARY OF BORINGS**

Design Element	Number of Borings	Boring Depth (ft)	Total Footage (ft)
Commercial Terminal Apron	25	10	250
<b>TOTAL:</b>	<b>25</b>	<b>---</b>	<b>250</b>

The boring locations will be identified in the field using available natural landmarks or GPS coordinates. Surveying of the boring locations is not included in this scope of work. References to elevations of various subsurface strata will be based on depths below existing grade at the time of drilling, unless survey information is provided.

- PSI will layout the boring locations.
- PSI will contact public utility clearance companies prior to the start of drilling activities. It is our experience that these companies do not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to field activities.
- PSI will be coring existing pavements and continue with HSA drilling methods to boring termination.
- PSI will exercise reasonable caution to avoid damages to underground utilities prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. This proposal includes a private utility location service; however, PSI will not be responsible for damage to any buried utilities that are not marked.
- Drilling Exploration
  - Soil test borings are proposed to be advanced utilizing hollow stem auger drilling methods to the proposed depth as shown in Table 1 above or to auger refusal, whichever is shallower.
  - Soil samples and/or blow counts (Standard Penetration Test / Shelby tube) will be obtained in accordance with applicable ASTM test methods.
  - Generally, soil samples will be obtained beginning at the surface and at 2½-foot intervals to a depth of 10 feet.
- During the field activities, the subsurface conditions will be observed, logged, and visually classified. PSI will have a field engineer for the duration of the exploratory operations. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface



conditions, and drilling conditions. Samples will be sealed at the site to prevent loss of moisture during shipment to the laboratory and will be recorded on the boring logs.

- Upon completion of field activities, borings will be backfilled with soil cuttings and capped with quick setting grout.
- Some damage to the ground surface may result from the field operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling the borings is included in this proposal.

#### LABORATORY TESTING PROGRAM

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program may include the following tests.

##### LABORATORY TESTING PROGRAM

Laboratory Testing	Procedure Specification
Visual Classification	ASTM D2488
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318
Material Finer than No. 200 Sieve	ASTM D1140
Particle Size Analysis	ASTM D6913
Unconfined Compressive Strength of Soil	ASTM D2166
Moisture-Density Relationship	ASTM D1557/D698
California Bearing Ratio	ASTM D1883
Density (Unit Weight) of Soil Specimens	ASTM D7263
Corrosivity Testing (pH, sulfates, and chlorides)	--
Organic Content	ASTM D2974

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days after the issuance of the geotechnical report and will then be discarded.

#### ENGINEERING AND REPORT

The results of the field exploration and laboratory testing program, engineering, recommendations and the data on which they are based, will be presented in a written report, and is anticipated to include the following items:

- A description of site conditions and the field investigation program
- A description of subsurface soil and groundwater conditions encountered
- A summary of field and laboratory tests performed and analysis of the results
- Pictures of pavement cores
- A summary of pavement and base course thicknesses
- Logs of the borings and a plot showing their locations
- Recommendations for grading and subgrade preparation (stripping, scarifying, moisture conditioning, proof-rolling, etc.)
- Potential for encountering unsuitable soils and associated undercut requirements



- Assessment of the suitability of the on-site soils for stabilization and recommended stabilization alternative(s), if any.
- Pavement design recommendations (**Pavement design to be completed by Garver**)
  - Strength of subgrade soils for light-duty pavement section design (laboratory CBR unless suggested otherwise by Geotechnical Engineer)
  - Strength of subgrade soils for heavy-duty pavement section design (laboratory CBR unless suggested otherwise by Geotechnical Engineer)
  - If chemical stabilization of the pavement subgrade is recommended:
    - Recommendation for type of stabilization
    - Recommended application rate of additive (lime, cement, fly ash, etc.)
    - Recommended depth of stabilization
    - Subgrade strength of both the stabilized soil layer and the underlying untreated subgrade (laboratory CBR unless suggested otherwise by Geotechnical Engineer)
- Recommendations for embankment design and construction
- Recommendations for suitable configuration(s) of temporary excavations
- Recommendations detailing suitable fill materials, acceptable placement locations, compaction requirements, and testing frequency
- Suitability of on-site soils and/or borrow areas for use as engineered fill
- Recommendations regarding surface and subsurface drainage, during and after construction
- Potential for rock excavation
- Geologic constraints or conditions that may have an adverse effect on the project.

A pdf version of the report will be prepared and submitted by email to the Client and design team. If requested additional hard copies can be provided. The report will be reviewed, signed, and sealed by a registered Professional Engineer.

### **SCHEDULE**

Based on the site accessibility, field exploration can commence approximately 3-4 weeks after receipt of authorization to proceed, weather permitting. Laboratory testing can be completed within two weeks after completion of drilling and the report will be issued within one week after completion of laboratory testing. Preliminary verbal recommendations can be provided prior to issuing the final report.

Delays may occur due to adverse weather, utility clearance requirements, site access / Right of Entry, site clearing requirements, permitting, or other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule.

### **FEE**

PSI proposes to perform the outlined scope of services on a lump-sum basis for a fee of **\$40,995.00** as shown on the table below. This estimated fee is based on the boring locations being accessible to truck-mounted drilling equipment and the client obtaining and providing permission for PSI to enter and access the site.

It should be noted that fees associated with reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental





consulting, and any other work requested after submittal of the report is not included in the proposed fee.

**FEE ESTIMATE**

Scope of Service	Unit	Quantity	Unit Price	Fee
<b>Mobilization</b>				
Drill Rig/Crew Mobilization	Per Day	6	\$ 500.00	\$ 3,000.00
Geotechnical Field Engineer (Logger)	Per Day	6	\$ 800.00	\$ 4,800.00
Hollow Stem Auger Drilling and Sampling (0-50 feet)	Per Foot	250	\$ 25.00	\$ 6,250.00
Mark Borings and 811 Utility Locate	Hour	6	\$ 85.00	\$ 510.00
Private Utility Locate	LS	1	\$ 3,000.00	\$ 3,000.00
Concrete / Asphalt Coring and Patching	Each	25	\$ 300.00	\$ 7,500.00
Badging	Each	3	\$ 250.00	\$ 750.00
Project Management	Hour	6	\$ 125.00	\$ 750.00
<b>Laboratory Testing</b>				
Moisture Content and Visual Classification	Each	40	\$ 14.00	\$ 560.00
Sieve Analysis	Each	30	\$ 85.00	\$ 2,550.00
Atterberg Limits	Each	25	\$ 75.00	\$ 1,875.00
Unconfined Compressive Strength of Soils	Each	-	\$ 45.00	-
Moisture Density Relationship	Each	4	\$ 250.00	\$ 1,000.00
California Bearing Ratio (3-point)	Each	4	\$ 1,000.00	\$ 4,000.00
Density of Soil Specimen	Each	4	\$ 35.00	\$ 140.00
Corrosivity Testing (pH, sulfates, chlorides)	Each	4	\$ 250.00	\$ 1,000.00
Organic Content	Each	-	\$ 35.00	-
<b>Report Preparation</b>				
Graduate Engineer	Hour	16	\$ 85.00	\$ 1,360.00
Project Engineer	Hour	8	\$ 125.00	\$ 1,000.00
Senior Engineer	Hour	4	\$ 150.00	\$ 600.00
Principal Consultant	Hour	2	\$ 175.00	\$ 350.00
<b>Total Cost</b>				<b>\$ 40,995.00</b>



## **AUTHORIZATION**

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign and return one copy of this proposal. By executing this authorization, permission is being provided for PSI to access the project site.

If there are any questions, please contact us at your convenience.

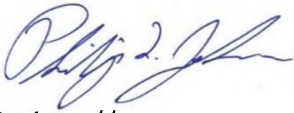
Respectfully submitted,  
**Professional Services Industries, Inc.**  
*Texas Engineering Firm No. F003307*



Jassivy Hernandez, EIT  
Staff Engineer  
[jassivy.hernandez@intertek.com](mailto:jassivy.hernandez@intertek.com)



Ruben Barrientos, Jr., PE  
Regional Manager  
[ruben.barrientos@intertek.com](mailto:ruben.barrientos@intertek.com)



*Reviewed by:*  
Philip Johnson, PE  
Senior Engineer | Principal Consultant  
[philip.johnson@intertek.com](mailto:philip.johnson@intertek.com)



Fernanda Quezada  
Graduate Engineer  
[fernanda.quezada@intertek.com](mailto:fernanda.quezada@intertek.com)

Attachments: Proposed Boring Plan  
Proposed Authorization and Payment Instructions  
General Conditions







**PROPOSED BORING PLAN**  
(Not to scale)



Proposal Authorization & Payment Instructions

Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

Authorized By (please print)		Signature	
Title		Firm	
Address			
City	State	Zip Code	Telephone
Email Address	Date	Purchase Order No. / Project Tracking No. (if applicable)	

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm		Attention	
Address		Title	
City	State	Zip Code	Telephone

Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

Firm		Attention	
Address		Title	
City	State	Zip Code	Telephone

Authorizing Party's Relationship to Invoice Approval Party



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



## GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



**Exhibit B**  
**El Paso International Airport**  
**Terminal Ramp Reconstruction**  
**Garver Hourly Rate Schedule: July 2025 - June 2026**

<b>Classification</b>	<b>Rates</b>	<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>		<b>Resource Specialists</b>	
E-1 Project Engineer I	\$ 151.00	RS-1	\$ 126.00
E-2 Project Engineer II	\$ 179.00	RS-2	\$ 174.00
E-3 Project Manager I	\$ 211.00	RS-3	\$ 244.00
E-4 Project Manager II	\$ 249.00	RS-4	\$ 323.00
E-5 Project Manager III	\$ 311.00	RS-5	\$ 404.00
E-6 Senior Project Manager	\$ 350.00		
<b>Planners</b>		<b>Environmental Specialists</b>	
P-1	\$ 193.00	ES-1	\$ 126.00
P-2	\$ 227.00	ES-2	\$ 166.00
P-3	\$ 258.00	ES-3	\$ 201.00
P-4	\$ 292.00	ES-4	\$ 249.00
P-5	\$ 328.00	ES-5	\$ 310.00
		ES-6	\$ 385.00
<b>Designers</b>		<b>Project Controls</b>	
D-1	\$ 144.00	PC-1	\$ 130.00
D-2	\$ 162.00	PC-2	\$ 177.00
D-3	\$ 193.00	PC-3	\$ 225.00
D-4	\$ 225.00	PC-4	\$ 289.00
		PC-5	\$ 351.00
<b>Technicians</b>		<b>Management / Administration</b>	
T-1	\$ 122.00	AM-1	\$ 88.00
T-2 Technician II	\$ 167.00	AM-2 Project Admin	\$ 113.00
T-3	\$ 179.00	AM-3	\$ 179.00
T-4	\$ 219.00	AM-4	\$ 212.00
		AM-5	\$ 223.00
<b>Surveyors</b>			
S-1	\$ 73.00		
S-2	\$ 87.00		
S-3	\$ 120.00		
S-4	\$ 165.00		
S-5	\$ 217.00		
S-6	\$ 253.00		
S-7	\$ 312.00		
S-8	\$ 394.00		
2-Man Crew (Survey)	\$ 268.00		
3-Man Crew (Survey)	\$ 343.00		
2-Man Crew (GPS Survey)	\$ 298.00		
3-Man Crew (GPS Survey)	\$ 375.00		
<b>Construction Observation</b>			
C-1	\$ 128.00		
C-2	\$ 162.00		
C-3	\$ 196.00		
C-4	\$ 253.00		
C-5	\$ 333.00		

Note - Rates will Increase at 2.5% annually for Time & Materials services



**Exhibit B**  
**El Paso International Airport**  
**Terminal Ramp Reconstruction**  
**Garver Hourly Rate Schedule: July 2026 - June 2027**

<b>Classification</b>	<b>Rates</b>	<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>		<b>Resource Specialists</b>	
E-1 Project Engineer I	\$ 155.00	RS-1	\$ 130.00
E-2 Project Engineer II	\$ 184.00	RS-2	\$ 179.00
E-3 Project Manager I	\$ 217.00	RS-3	\$ 251.00
E-4 Project Manager II	\$ 256.00	RS-4	\$ 332.00
E-5 Project Manager III	\$ 319.00	RS-5	\$ 415.00
E-6 Senior Project Manager	\$ 359.00		
<b>Planners</b>		<b>Environmental Specialists</b>	
P-1	\$ 198.00	ES-1	\$ 130.00
P-2	\$ 233.00	ES-2	\$ 171.00
P-3	\$ 265.00	ES-3	\$ 207.00
P-4	\$ 300.00	ES-4	\$ 256.00
P-5	\$ 337.00	ES-5	\$ 318.00
		ES-6	\$ 395.00
<b>Designers</b>		<b>Project Controls</b>	
D-1	\$ 148.00	PC-1	\$ 134.00
D-2	\$ 167.00	PC-2	\$ 182.00
D-3	\$ 198.00	PC-3	\$ 231.00
D-4	\$ 231.00	PC-4	\$ 297.00
		PC-5	\$ 360.00
<b>Technicians</b>		<b>Management / Administration</b>	
T-1	\$ 126.00	AM-1	\$ 91.00
T-2 Technician II	\$ 172.00	AM-2 Project Admin	\$ 116.00
T-3	\$ 184.00	AM-3	\$ 184.00
T-4	\$ 225.00	AM-4	\$ 218.00
		AM-5	\$ 229.00
<b>Surveyors</b>			
S-1	\$ 75.00		
S-2	\$ 90.00		
S-3	\$ 123.00		
S-4	\$ 170.00		
S-5	\$ 223.00		
S-6	\$ 260.00		
S-7	\$ 320.00		
S-8	\$ 404.00		
2-Man Crew (Survey)	\$ 275.00		
3-Man Crew (Survey)	\$ 352.00		
2-Man Crew (GPS Survey)	\$ 306.00		
3-Man Crew (GPS Survey)	\$ 385.00		
<b>Construction Observation</b>			
C-1	\$ 132.00		
C-2	\$ 167.00		
C-3	\$ 201.00		
C-4	\$ 260.00		
C-5	\$ 342.00		

Note - Rates will Increase at 2.5% annually for Time & Materials services



## Exhibit B

### El Paso International Airport Terminal Ramp Reconstruction

#### FEE SUMMARY

<b>Title I Service</b>	<b>Estimated Fees</b>
Surveys (Brock And Bustillos)	\$ 57,000.00
Geotechnical (PSI)	\$ 43,050.00
Subsurface Utility (As-Needed)	\$ 20,000.00
Preliminary Design	\$ 390,200.00
Pre-Final Design	\$ 480,500.00
Final Design - Stage I/II (2025)	\$ 497,200.00
Final Design - Stage III (2025)	\$ 321,100.00
Bidding Services - Stage I/II (2025)	\$ 12,700.00
Bidding Services - Stage III (2026)	\$ 11,200.00
<b>Subtotal for Title I Service</b>	<b>\$ 1,832,950.00</b>
<b>Title II Service</b>	<b>Estimated Fees</b>
Construction Administration - Stage I/II (2026)	\$ 323,700.00
Construction Administration - Stage III (2027)	\$ 229,450.00
<b>Subtotal for Title II Service</b>	<b>\$ 553,150.00</b>
<b>Total All Services</b>	<b>\$ 2,386,100.00</b>

Note - Rates will Increase at 2.5% annually for Time & Materials services

**Exhibit B**

**El Paso International Airport  
Terminal Ramp Reconstruction**

**Preliminary Design**

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II	AM-2 Project Admin
	\$350.00	\$311.00	\$211.00	\$179.00	\$151.00	\$167.00	\$113.00
	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Administration</b>							
Pre-Design Kickoff Meeting Preparation		2			2		4
Pre-Design Kickoff Meeting	4	4					1
Project/Subconsultant Management	2	16					4
Prepare and Submit Temporary Airspace Study							
Owner Coordination	8	16					
Coordination with Utility Companies	12	24					
Prepare for Airline Coordination Meetings	4	8			16		4
Airline Coordination Meetings	12	16			24		4
Internal Weekly Progress Meetings (11 meetings)	11	11	11	11	11	11	22
Schedule Updates		8					12
Establish Design Criteria and Parameters		2					
Develop Project Quality Control Plan	1	8	4				
Quality Control Audit	2						
Submittals to Owner/FAA		2			4	8	
Prepare for Site Visit	1	2			4		
Site Visit (4 people, 1 trip)	8	8		8	8		
Prepare for Report Review Meeting		2			2		1
Attend Report Review Meeting (3 People, virtual)	1	1					1
Prepare and Distribute Report Review Meeting Minutes		1					4
<b>Subtotal - Project Administrator</b>	<b>66</b>	<b>131</b>	<b>15</b>	<b>19</b>	<b>71</b>	<b>19</b>	<b>57</b>
<b>2. Civil</b>							
Analyze Survey Data		2		6	24		
Analyze Geotechnical Data	2	2	8				
Utility Coordination and Review	2	8	8	16	24		
Base Map File Setup		2			8	40	
Record Document Review		4	8		16		
Field Investigation and Inventory of Existing Infrastructure	4	4			8		
Operational Impact Analysis	4	16		20	20		
Conceptual Horizontal Alignments		2		4	8	24	
Conceptual Vertical Alignments		2		4	24	40	
Drainage Basin Development		4		4	24	16	
Pre-Development Flow Calculations	1	4		8	32	16	
Post-Development Flow Calculations	1	4		8	48	24	
Drainage Structural Design Calculations		1	8				
Conceptual Grading		4		8	24	8	
Develop Fleet Mix		4		12			
Develop Typical Sections		2			16	40	
Develop Elevation Plans		2		12	24	32	
Develop Conceptual Construction Safety and Phasing Plan	12	20		24	40	40	
<b>Preliminary Engineer's Design Report</b>							
Report Graphics					8	24	
Preliminary Pavement Design		4		16			
Preliminary Quantities		4			16	24	
Preliminary Opinion of Probable Cost	4	12					
Report Narrative Draft	4	24		24			
Prepare Exhibits for Appendices							
Draft Report QC Review	12	8					
Prepare for and present Preliminary Engineer's Design Report to Airport	4	8		4	4		16
Revise and Finalize Report		4		8	16	20	16
Final Report QC Review	8	12					16
FAA Design Checklist		2					4
<b>Subtotal - Civil</b>	<b>58</b>	<b>165</b>	<b>32</b>	<b>178</b>	<b>384</b>	<b>348</b>	<b>52</b>
<b>3. Utility/Electrical Engineering</b>							
Records Research and Review			2		12		
Locate Existing Circuits			2		6		
CCR Load Calculations			1		4		
Quantities and Opinion of Probable Cost			2		8		
<b>Preliminary Engineer's Design Report</b>							
Electrical Notes			1		4	4	
Electrical Removal Plans			2		4	8	
Electrical Installation Plans			4		8	16	
Electrical Details			4		8	12	
Duct Bank Profiles			4		12	12	
Power Installation Plans			2		12	8	
Power and Control Diagrams			2		8	8	
Water Notes			1		4	4	
Water Removal Plans			2		8	8	
Water Installation Plans			6		16	16	
Water Details			4		16	12	
Airport and FAA Coordination			8				
QC Review	4		8				8
Draft Report			8		16	20	
Final Report			4		12		16
<b>Subtotal - Utility/Electrical Engineering</b>	<b>4</b>	<b>0</b>	<b>67</b>	<b>0</b>	<b>158</b>	<b>128</b>	<b>24</b>
<b>Hours</b>	<b>128</b>	<b>296</b>	<b>114</b>	<b>197</b>	<b>613</b>	<b>495</b>	<b>133</b>

<b>SUBTOTAL - SALARIES:</b>	<b>\$386,430.00</b>
<b><u>DIRECT NON-LABOR EXPENSES</u></b>	
Document Printing/Reproduction/Assembly	\$330.00
Postage/Freight/Courier	\$150.00
Office Supplies/Equipment	\$50.00
Airfare	\$2,000.00
Mileage/Tolls/Parking	\$200.00
Hotels	\$600.00
Meals	\$240.00
Rental Car	\$200.00
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$3,770.00</b>
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<b>SUBTOTAL:</b>	<b>\$390,200.00</b>
<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$390,200.00</b>

**Exhibit B**

**El Paso International Airport  
Terminal Ramp Reconstruction**

**Pre-Final Design**

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II	AM-2 Project Admin
	\$350.00 hr	\$311.00 hr	\$211.00 hr	\$179.00 hr	\$151.00 hr	\$167.00 hr	\$113.00 hr
<b>1. Project Administration</b>							
Project/Subconsultant Management	2	16					
Owner Coordination	16	16					
Coordination with City Drainage	4	16			16		
Coordination with Utility Companies	4	8			8		
Prepare for Airline Coordination Meetings	4	8			16		2
Airline Coordination Meetings	12	16			24		4
Internal Weekly Progress Meetings (9 Meetings)	9	9	9	9	9	9	18
Schedule Updates		8					8
CSPP Review Meeting (virtual)	6	12			16		4
Prepare for Pre-Final Plan Review Meeting	2	4			8		
Attend Pre-Final Plan Review Meeting (virtual)	4	4			8		
Prepare and Distribute Pre-Final Review Meeting Minutes		1			2		4
<b>Subtotal - Project Administration</b>	<b>63</b>	<b>118</b>	<b>9</b>	<b>9</b>	<b>107</b>	<b>9</b>	<b>40</b>
<b>2. Civil Engineering</b>							
Update Construction Safety and Phasing Plan	12	20		24	40	40	
CSPP Submission to FAA Through OEAAA		2			8		
Update Horizontal Alignments		1		4	12		
Update Vertical Alignments		1		4	12		
Update Assemblies		4			24		
Update Corridor Model		4			24		
Update Fleet Mix using available data (TFMSC, 5010, etc.)		2					
Update Pavement Design		2					
Update Pre-Development Flow Calculations		2		4	6		
Update Post-Development Flow Calculations		4		8	12		
Update Drainage Pond Calculations and Reporting		2		4	8		
FAA Design Checklist		2					
<b>Pre-Final Plans</b>							
Cover Sheet					1		
Sheet Index					1		
General Notes					1		
Project Layout Plan					2		
Survey Control Plan					1		
Construction Safety Plans	1	12		16	40	64	
Construction Safety Details		1		2	12	8	
Existing Conditions Plans		1		4	24	40	
Erosion Control Plans					8	12	
Erosion Control Details					2	4	
Demolition Plans		2			16	24	
Demolition Details		4			8	12	
Drainage Plans		8		16	48	80	
Drainage Details		2		4	8	16	
Utility Plans		2		4	24	32	
Utility Details		1		2	4	16	
Typical Sections		1		4		16	
Paving Plans		8		24	48	80	
Paving Details		1		2		8	
Grading Plans		4		8	16	32	
Grading Details		1		2		8	
Joint Plans		1		4	40	24	
Joint Details		1			4	8	
Pavement Marking Plans	1	4		8	24	32	
Pavement Marking Details		1		2		8	
Elevation Plans		4		8	24	60	
Develop Pre-Final Construction Contract Documents	4	12					
Develop Pre-Final Technical Specifications	2	16		24			8
Develop Pre-Final Supplemental Specifications	2	12					8
Develop Pre-Final Quantities		4		8	24	40	
Develop Pre-Final Opinions of Probable Construction Costs	2	8					
Update Engineer's Report		8			16		12
Pavement Life Cycle Cost Analysis		2			8		
Internal Quality Control (QC) Review	24	16		8			
Incorporate Pre-Final Owner Review Comments		4		8	24	40	16
Prepare and Submit Permanent Airspace Study		1			16		16
<b>Subtotal - Civil Engineering</b>	<b>48</b>	<b>188</b>	<b>0</b>	<b>206</b>	<b>590</b>	<b>704</b>	<b>60</b>
<b>3. Utility/Electrical Engineering</b>							
CCR Load Calculations			1		4		
<b>Pre-Final Plans</b>							
Electrical Notes			1		4	4	
Electrical Removal Plans			2		4	8	
Electrical Installation Plans			4		8	16	
Electrical Details			4		8	12	
Duct Bank Profiles			4		12	12	
Power Installation Plans			2		12	8	
Power and Control Diagrams			2		8	8	
Water Notes			1		4	4	
Water Removal Plans			2		8	8	
Water Installation Plans			6		16	16	

Water Details			4		16	12	
Develop Pre-Final Technical Specifications			4	12			
Develop Pre-Final Supplemental Specifications			4	8			8
Develop Pre-Final Quantities			2		16	20	
Develop Pre-Final Opinions of Probable Construction Costs		4	4				8
Internal Quality Control (QC) Review	4		4				8
Incorporate Pre-Final Owner Review Comments		2		8	20	16	
<b>Subtotal - Utility/Electrical Engineering</b>	<b>4</b>	<b>10</b>	<b>47</b>	<b>28</b>	<b>140</b>	<b>144</b>	<b>24</b>

Hours	115	316	56	243	837	857	124
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**SUBTOTAL - SALARIES:** **\$477,357.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$563.00
Postage/Freight/Courier	\$150.00
Office Supplies/Equipment	\$50.00
Airfare	\$1,500.00
Mileage/Tolls/Parking	\$150.00
Hotels	\$450.00
Meals	\$180.00
Rental Car	\$100.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$3,143.00**

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**SUBTOTAL:** **\$480,500.00**

**SUBCONSULTANTS FEE:** **\$0.00**

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**TOTAL FEE:** **\$480,500.00**

**Exhibit B**

**El Paso International Airport  
Terminal Ramp Reconstruction**

**Final Design - Stage I/II (2025)**

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II	AM-2 Project Admin
	\$350.00 hr	\$311.00 hr	\$211.00 hr	\$179.00 hr	\$151.00 hr	\$167.00 hr	\$113.00 hr
<b>1. Project Administration</b>							
Project/Subconsultant Management	2	16					
Owner Coordination	16	16					
Coordination with City Drainage	4	16			16		
Coordination with Utility Companies	4	8			8		
Site Visit (3 people, 1 trip)	8	8			8		
Prepare for Airline Coordination Meetings	4	8			16		2
Airline Coordination Meetings	12	16			24		4
Internal Weekly Progress Meetings (5 Meetings)	5	5	5	5	5	5	10
Airspace Analysis/OEAAA Submittal		4			12		
Schedule Updates		8					8
CSPP Review Meeting (virtual)	6	12			18		
Prepare for Final Plan Review Meeting	2	4			8		2
Attend Final Plan Review Meeting (virtual)	4	4			8		
Prepare and Distribute Final Review Meeting Minutes		1			2		4
<b>Subtotal - Project Administration</b>	<b>67</b>	<b>126</b>	<b>5</b>	<b>5</b>	<b>125</b>	<b>5</b>	<b>30</b>
<b>2. Civil Engineering</b>							
Airspace Submission to FAA Through OEAAA		4			12		
Update Horizontal Alignments				3	6		
Update Vertical Alignments				6	12		
Update Assemblies		3			12		
Update Corridor Model		6			18		
Update Fleet Mix using available data (TFMSC, 5010, etc.)		3					
Update Pavement Design		3					
FAA Design Checklist		3					
Update Purchasing Comments	1	12			24		
<b>Final Plans</b>							
Cover Sheet					1		
Sheet Index					1		
General Notes					1		
Project Layout Plan					3		
Survey Control Plan					1		
Construction Safety Plans	1	18		24	36	36	
Construction Safety Details		1		3	6		
Existing Conditions Plans		1		6	6	12	
Erosion Control Plans					3	12	
Erosion Control Details					1	6	
Demolition Plans		3			12	36	
Demolition Details		6			6	18	
Drainage Plans		6		12	24	36	
Drainage Details		2		3	6	12	
Utility Plans		1		3	12	18	
Utility Details				2	4	12	
Typical Sections		1		4		16	
Paving Plans		4		8	16	32	
Paving Details		2		4		8	
Grading Plans		4		8	16	32	
Grading Details		2		4		16	
Joint Plans		2		8	48	32	
Joint Details		2			8	16	
Pavement Marking Plans		4		8	16	32	
Pavement Marking Details		2		4		16	
Elevation Plans		8		16	32	48	
Develop Final Construction Contract Documents	8	16					
Develop Final Technical Specifications	4	16		32			
Develop Final Supplemental Specifications	4	24					8
Develop Final Quantities		8		16	48	32	
Develop Final Opinions of Probable Construction Costs	2	16					8
Update Engineer's Report		12			24		32
Pavement Life Cycle Cost Analysis		2			8		
Internal Quality Control (QC) Review	24	12					8
Incorporate Final Owner Review Comments		8		16	48	48	8
Prepare and Submit Permanent Airspace Study		1			16		
<b>Subtotal - Civil Engineering</b>	<b>44</b>	<b>218</b>	<b>0</b>	<b>190</b>	<b>487</b>	<b>526</b>	<b>64</b>
<b>3. Utility/Electrical Engineering</b>							
CCR Load Calculations			2		8		
<b>Final Plans</b>							
Electrical Notes			2		8	8	
Electrical Removal Plans			4		8	16	
Electrical Installation Plans			4		16	32	
Electrical Details			4		16	24	
Duct Bank Profiles			4		16	24	
Power Installation Plans			4		16	16	
Power and Control Diagrams			4		16	16	
Water Notes			2		8	8	
Water Removal Plans			4		16	16	
Water Installation Plans			12		32	32	

Water Details			8		32	24	
Develop Final Technical Specifications			4	16			
Develop Final Supplemental Specifications			8	16			8
Develop Final Quantities			4		24	40	
Develop Final Opinions of Probable Construction Costs		4	8				8
Internal Quality Control (QC) Review	8	8					8
Incorporate Final Owner Review Comments		4		16	24	32	
<b>Subtotal - Utility/Electrical Engineering</b>	<b>8</b>	<b>16</b>	<b>78</b>	<b>48</b>	<b>240</b>	<b>288</b>	<b>24</b>

Hours	119	360	83	243	852	819	118
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**SUBTOTAL - SALARIES:** \$493,379.00

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$481.00
Postage/Freight/Courier	\$150.00
Office Supplies/Equipment	\$50.00
Airfare	\$2,000.00
Mileage/Tolls/Parking	\$200.00
Hotels	\$600.00
Meals	\$240.00
Rental Car	\$100.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** \$3,821.00

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**SUBTOTAL:** \$497,200.00

**SUBCONSULTANTS FEE:** \$0.00

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**TOTAL FEE:** \$497,200.00

**Exhibit B**

**El Paso International Airport  
Terminal Ramp Reconstruction**

**Final Design - Stage III (2025)**

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II	AM-2 Project Admin
	\$350.00	\$311.00	\$211.00	\$179.00	\$151.00	\$167.00	\$113.00
	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Administration</b>							
Project/Subconsultant Management	2	16					
Owner Coordination	16	16					
Coordination with City Drainage	4	16			16		
Coordination with Utility Companies	4	8			8		
Site Visit (3 people, 1 trip)	8	8			8		
Prepare for Airline Coordination Meetings	4	8			16		2
Airline Coordination Meetings	12	16			24		4
Internal Weekly Progress Meetings (5 Meetings)	5	5	5	5	5	5	10
Airspace Analysis/OEAAA Submittal		4			12		
Schedule Updates		8					8
CSPP Review Meeting (virtual)	6	12			18		
Prepare for Final Plan Review Meeting	2	4			8		2
Attend Final Plan Review Meeting (virtual)	4	4			8		
Prepare and Distribute Final Review Meeting Minutes		1			2		4
<b>Subtotal - Project Administration</b>	<b>67</b>	<b>126</b>	<b>5</b>	<b>5</b>	<b>125</b>	<b>5</b>	<b>30</b>
<b>2. Civil Engineering</b>							
Airspace Submission to FAA Through OEAAA		2			8		
Update Horizontal Alignments				2	4		
Update Vertical Alignments				4	8		
Update Assemblies		2			8		
Update Corridor Model		4			12		
Update Fleet Mix using available data (TFMSC, 5010, etc.)		2					
Update Pavement Design		2					
FAA Design Checklist		2					
Update Purchasing Comments	1	8			16		
<b>Final Plans</b>							
Cover Sheet					1		
Sheet Index					1		
General Notes					1		
Project Layout Plan					2		
Survey Control Plan					1		
Construction Safety Plans	1	12		16	24	32	
Construction Safety Details		1		2	4		
Existing Conditions Plans		1		4	4	8	
Erosion Control Plans					2	8	
Erosion Control Details					1	4	
Demolition Plans		2			8	24	
Demolition Details		4			4	12	
Drainage Plans		4		8	16	24	
Drainage Details		1		2	4	8	
Utility Plans		1		2	8	16	
Utility Details				1	2	8	
Typical Sections		1		2		8	
Paving Plans		2		4	8	16	
Paving Details		1		2		4	
Grading Plans		2		4	8	16	
Grading Details		1		2		8	
Joint Plans		1		4	24	16	
Joint Details		1			4	8	
Pavement Marking Plans		2		4	8	16	
Pavement Marking Details		1		2		8	
Elevation Plans		4		8	16	24	
Develop Final Construction Contract Documents	4	8					
Develop Final Technical Specifications	2	8		16			
Develop Final Supplemental Specifications	2	12					4
Develop Final Quantities		4		8	24	16	
Develop Final Opinions of Probable Construction Costs	2	8					4
Update Engineer's Report		8			16		16
Pavement Life Cycle Cost Analysis		2			8		
Internal Quality Control (QC) Review	16	8					4
Incorporate Final Owner Review Comments		4		8	24	24	4
Prepare and Submit Permanent Airspace Study		1			16		
<b>Subtotal - Civil Engineering</b>	<b>28</b>	<b>127</b>	<b>0</b>	<b>105</b>	<b>295</b>	<b>308</b>	<b>32</b>
<b>3. Utility/Electrical Engineering</b>							
CCR Load Calculations			1		4		
<b>Final Plans</b>							
Electrical Notes			1		4	4	
Electrical Removal Plans			2		4	8	
Electrical Installation Plans			2		8	16	
Electrical Details			2		8	12	
Duct Bank Profiles			2		8	12	
Power Installation Plans			2		8	8	
Power and Control Diagrams			2		8	8	
Water Notes			1		4	4	
Water Removal Plans			2		8	8	
Water Installation Plans			6		16	16	



Water Details			4		16	12	
Develop Final Technical Specifications			2	8			
Develop Final Supplemental Specifications			4	8			8
Develop Final Quantities			2		12	20	
Develop Final Opinions of Probable Construction Costs		4	4				8
Internal Quality Control (QC) Review	4	4					8
Incorporate Final Owner Review Comments		2		8	12	16	
<b>Subtotal - Utility/Electrical Engineering</b>	<b>4</b>	<b>10</b>	<b>39</b>	<b>24</b>	<b>120</b>	<b>144</b>	<b>24</b>

Hours	99	263	44	134	540	457	86
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**SUBTOTAL - SALARIES:** **\$317,290.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$470.00
Postage/Freight/Courier	\$150.00
Office Supplies/Equipment	\$50.00
Airfare	\$2,000.00
Mileage/Tolls/Parking	\$200.00
Hotels	\$600.00
Meals	\$240.00
Rental Car	\$100.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$3,810.00**

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**SUBTOTAL:** **\$321,100.00**

**SUBCONSULTANTS FEE:** **\$0.00**

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**TOTAL FEE:** **\$321,100.00**

**Exhibit B****El Paso International Airport  
Terminal Ramp Reconstruction****Bidding Services - Stage I/II (2025)**

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II	AM-2 Project Admin
	\$350.00	\$311.00	\$211.00	\$179.00	\$151.00	\$167.00	\$113.00
	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Administration</b>							
Prospective bidder outreach	4	4					
Attend Pre-Bid Meeting (virtual)	1	4					2
Evaluate bids and recommend award	1	2			2		
<b>Subtotal - Project Administration</b>	<b>6</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>
<b>2. Civil Engineering</b>							
Addendums/Inquiries	1	8			16		4
<b>Subtotal - Civil Engineering</b>	<b>1</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>4</b>
<b>3. Utility/Electrical Engineering</b>							
Addendums/Inquiries			2		4		1
<b>Subtotal - Utility/Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>1</b>

Hours	7	18	2	0	22	0	7
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<b>SUBTOTAL - SALARIES:</b>	<b>\$12,583.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$117.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Airfare	\$0.00
Mileage/Tolls/Parking	\$0.00
Hotels	\$0.00
Meals	\$0.00
Rental Car	\$0.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$117.00</b>
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<b>SUBTOTAL:</b>	<b>\$12,700.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$12,700.00</b>
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**Exhibit B****El Paso International Airport  
Terminal Ramp Reconstruction****Bidding Services - Stage III (2026)**

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II	AM-2 Project Admin
	\$359.00	\$319.00	\$217.00	\$184.00	\$155.00	\$172.00	\$116.00
	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Administration</b>							
Prospective bidder outreach	4	4					
Attend Pre-Bid Meeting	1	4					2
Evaluate bids and recommend award	1	2			2		
<b>Subtotal - Project Administration</b>	<b>6</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>
<b>2. Civil Engineering</b>							
Addendums/Inquiries	1	4			12		4
<b>Subtotal - Civil Engineering</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>4</b>
<b>3. Utility/Electrical Engineering</b>							
Addendums/Inquiries			2		4		2
<b>Subtotal - Utility/Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>2</b>

Hours	7	14	2	0	18	0	8
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<b>SUBTOTAL - SALARIES:</b>	<b>\$11,131.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$69.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Airfare	\$0.00
Mileage/Tolls/Parking	\$0.00
Hotels	\$0.00
Meals	\$0.00
Rental Car	\$0.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$69.00</b>
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<b>SUBTOTAL:</b>	<b>\$11,200.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$11,200.00</b>
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**Exhibit B****El Paso International Airport  
Terminal Ramp Reconstruction****Construction Administration - Stage I/II (2026)****Assumed 540 Calendar Day Construction**

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I
	\$359.00	\$319.00	\$217.00	\$184.00	\$155.00
	hr	hr	hr	hr	hr
<b>1. Project Administration</b>					
Prepare for, attend, and conduct pre-construction meeting	12	10			
Weekly Progress Teleconference (58 meetings)	58	58			
Coordination with RPR	40				
Attend SRMP with Tower	6	8			
Progress Meetings with Contractor/City (16 meetings)	160	80			80
Attend pre-pave meeting	8				
Update Final Engineering Report	2	20			80
<b>Subtotal - Project Administration</b>	<b>286</b>	<b>176</b>	<b>0</b>	<b>0</b>	<b>160</b>
<b>2. Civil Engineering</b>					
Material Submittal Reviews	8	8		8	40
RFI Responses	12	40		32	48
Review Change Orders	6	8			40
FAA and Airport Coordination	20	80			8
Preliminary Punchlist Meeting	12				
Final Completion Walk-through	10				
<b>Subtotal - Civil Engineering</b>	<b>68</b>	<b>136</b>	<b>0</b>	<b>40</b>	<b>136</b>
<b>3. Utility/Electrical Engineering</b>					
Weekly Progress Teleconference (18 meetings)			18		8
Coordination with RPR			24		
Coordination with Contractor			12		
Progress Meetings with Contractor/City (2 meetings)			20		12
Material Submittal Reviews			4		24
RFI Responses			20		
Final Completion Walk-through			10		
<b>Subtotal - Utility/Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>108</b>	<b>0</b>	<b>44</b>

<b>Hours</b>	<b>354</b>	<b>312</b>	<b>108</b>	<b>40</b>	<b>340</b>
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<b>SUBTOTAL - SALARIES:</b>	<b>\$310,110.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$550.00
Postage/Freight/Courier	\$150.00
Office Supplies/Equipment	\$50.00
Airfare	\$8,000.00
Mileage/Tolls/Parking	\$800.00
Hotels	\$2,400.00
Meals	\$640.00
Rental Car	\$1,000.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$13,590.00</b>
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<b>SUBTOTAL:</b>	<b>\$323,700.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$323,700.00</b>
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**Exhibit B****El Paso International Airport  
Terminal Ramp Reconstruction****Construction Administration - Stage III (2027)****Assumed 300 Calendar Day Construction**

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I
	\$368.00	\$327.00	\$222.00	\$189.00	\$159.00
	hr	hr	hr	hr	hr
<b>1. Project Administration</b>					
Prepare for, attend, and conduct pre-construction meeting	12	10			
Weekly Progress Teleconference (35 meetings)	35	40			
Coordination with RPR	40				
Attend SRMP with Tower	6	8			
Progress Meetings with Contractor/City (8 meetings)	80	40			40
Attend pre-pave meeting	8				
Update Final Engineering Report	2	20			80
<b>Subtotal - Project Administration</b>	<b>183</b>	<b>118</b>	<b>0</b>	<b>0</b>	<b>120</b>
<b>2. Civil Engineering</b>					
Material Submittal Reviews	8	8		8	40
RFI Responses	8	24		18	24
Review Change Orders	8	8			20
FAA and Airport Coordination	10	40			4
Preliminary Punchlist Meeting	12				
Final Completion Walk-through	10				
<b>Subtotal - Civil Engineering</b>	<b>56</b>	<b>80</b>	<b>0</b>	<b>26</b>	<b>88</b>
<b>3. Utility/Electrical Engineering</b>					
Weekly Progress Teleconference (12 meetings)			12		8
Coordination with RPR			16		
Coordination with Contractor			8		
Progress Meetings with Contractor/City (2 meetings)			20		12
Material Submittal Reviews			4		24
RFI Responses			12		
Final Completion Walk-through			10		
<b>Subtotal - Utility/Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>82</b>	<b>0</b>	<b>44</b>

<b>Hours</b>	<b>239</b>	<b>198</b>	<b>82</b>	<b>26</b>	<b>252</b>
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<b>SUBTOTAL - SALARIES:</b>	<b>\$215,884.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$526.00
Postage/Freight/Courier	\$150.00
Office Supplies/Equipment	\$50.00
Airfare	\$8,000.00
Mileage/Tolls/Parking	\$800.00
Hotels	\$2,400.00
Meals	\$640.00
Rental Car	\$1,000.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$13,566.00</b>
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<b>SUBTOTAL:</b>	<b>\$229,450.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$229,450.00</b>
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**ATTACHMENT “C”  
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**CIVIL ENGINEERING SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT TERMINAL RAMP PAVEMENT RECONSTRUCTION**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso 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.

**REPORT/CONCEPT PHASE**

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

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

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

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

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

#### **PHASE I - PRELIMINARY DESIGN PHASE**

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

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

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.



The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

### **PHASE III - FINAL DESIGN PHASE**

The Consultant shall do the following:

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

### **BIDDING PHASE**

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

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval

- authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
  6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

### **CONSTRUCTION PHASE**

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

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

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using 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.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

### **ADDITIONAL SERVICES OF THE CONSULTANT**

#### **GENERAL**

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

#### **RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

## **ATTACHMENT “D” PAYMENT SCHEDULE**

For the project known as “**CIVIL ENGINEERING SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT TERMINAL RAMP PAVEMENT RECONSTRUCTION**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$2,386,100.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

### **PAYMENT SCHEDULE**

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

#### **Payment to Consultant**

**The compensation for each task is described in Attachment “A”. The Consultant shall bill the Owner on a monthly basis through written invoices. The Owner shall make payments upon presentation of the Consultant’s detailed invoice and accompanying summary and progress report and owner’s written approval.**

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).

## **DELIVERABLE SCHEDULE**

### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

### **PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10)**

**copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### **PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

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 have ADDITIONAL INSURED provisions or 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> Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201  www.stephensinsurance.com	<b>CONTACT</b> NAME: Kathy Jones PHONE (A/C, No, Ext): 501-377-8502 E-MAIL: kathy.jones@stephens.com FAX (A/C, No):  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Phoenix Insurance Company (A++XV) NAIC # 25623 INSURER B: Charter Oak Fire Insurance Company (A++XV) 25615 INSURER C: Standard Fire Insurance Company (A++XV) 19070 INSURER D: Travelers Property Casualty Co of Amer (A++ XV) 25674 INSURER E: Starr Surplus Lines Insurance Company (A XV) 13604 INSURER F: Tokio Marine Specialty Insurance Company (A++XV) 23850
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**COVERAGES****CERTIFICATE NUMBER:** 80771717**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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible		P-630-1G052988-PHX-24	7/1/2024	7/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <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		810-1N886537-24-43-G	7/1/2024	7/1/2025	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP-6J09853A-24-43	7/1/2024	7/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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/A		UB-7K425966-24-43-G	7/1/2024	7/1/2025	<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
E	Professional Liability- Claims Made		1000634123241	7/1/2024	7/1/2025	Each Claim & Aggregate \$2,000,000
F	Contractor's Pollution Liability		PPK2691456	7/1/2024	7/1/2025	Occurrence & Aggregate \$2,000,000
	Maritime Employer's Liability *		PSR083863	7/1/2024	7/1/2025	Combined Single Limit \$1,000,000
	Underwriter at Lloyds NAIC AA-1122000					

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

See Attached  
RE: na

Full Prior Acts applies under the Starr Professional Liability policy shown above.

**CERTIFICATE HOLDER**na  
FOR INFORMATION ONLY - El Paso**CANCELLATION**

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

Ted Grace

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ACORD 25 (2016/03)

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