

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

AGENDA DATE: January 4, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 1.4 – Grow the core business of air transportation

SUBJECT:

A resolution that the City Manager be authorized to sign the Agreement for Professional Services Construction Management Contract by and between the City of El Paso and Parkhill, Smith, and Cooper, Inc. for a project known as “**EPIA Reconstruction of Taxiways J&K2**”, for an amount not to exceed seven hundred twenty thousand nine hundred sixty-two and no/100 dollars (**\$720,962**); and that the City Manager or Designee be authorized to approve up to fifty thousand (\$50,000.00) in additional services for a total contract amount not to exceed seven hundred seventy thousand nine hundred sixty two and no/00 dollars (\$770,962.00); and that the City Manager be authorized to establish the funding sources, make any necessary budget transfers, and execute any and all documents necessary for execution of the Agreement: Funding source: FAA Grant and Airport Enterprise

BACKGROUND / DISCUSSION:

This contract is for construction management services for a project that will install pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current FAA design standards. Taxiway K2 will be reconstructed and a new Taxiway J9 will be constructed to replace aging pavement and conform with current FAA requirements.

Parkhill was selected with the City Council approved A/E selection process and they are recommended by the committee as the most qualified consultant. The A/E selection summary is attached.

SELECTION SUMMARY:

See attached

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$720,962.00

Funding Source: FAA Grant and Airport Enterprise
Account: G62A204003 - 562-62330-580170-3080/3010

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: El Paso International Airport
SECONDARY DEPARTMENT: Capital Improvement

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Jerry DeMuro/for

Sam Rodriguez, Chief Operations and Transportation Officer,
Aviation Director and City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services to perform Construction Management Services for the Reconstruction of Taxiways J and K2 at the El Paso International Airport between the City of El Paso and Parkhill, Smith, and Cooper, Inc.

The Agreement will be for an amount not to exceed Seven Hundred and Twenty Thousand Nine Hundred Sixty Two and No/00 Dollars (\$720,962.00). In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of this Agreement. In addition, the City Manager, or designee, is authorized to increase contract amounts up to \$50,000.00 each and sign any amendments to the agreements.

APPROVED THIS _____ DAY OF _____ 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:

 (for)

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

 for

Sam Rodriguez, City Engineer
Capital Improvement Department

CITY OF EL PASO A&E SELECTION SCORESHEET

EVALUATION CRITERIA			SOLICITATION #2021-1475R Construction Management & Inspection Services El Paso International Airport		
		MAX POINTS	Geometrics	Paragon	Parkhill
PROJECT MANAGER AND TEAM EXPERIENCE	Rater 1		84	75	90
The proposed project manager's experience performing construction management service on FAA Part 139 certificated airport(s) airfield pavement projects.	Rater 2		63	53	69
The proposed project team's experience in overseeing construction at active Part 139 airport facilities.	Rater 3		80	58	82
Evaluation of prior customer's satisfaction with construction management services for active Part 139 airport facilities.			10	10	10
Total Points			237	196	251

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 202_ 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 Parkhill, Smith, and Cooper, Inc., a Texas corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Construction Management Services for the El Paso International Airport Reconstruction of Taxiways J and K2”, 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”	Intentionally Deleted
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 under 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 \$720,962.00 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from 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 of \$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 Project.

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

3.2 CONSULTANT’S SERVICES. The services to be provided by the Consultant for this Agreement are attached hereto as **Attachment “A”**.

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 INTENTIONALLY DELETED.

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 **Attachment "A"** and the Notice to Proceed.

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 \$2,000,000 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, **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. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by 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 INTENTIONALLY DELETED.

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

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:

Tomás González
City Manager

APPROVED AS TO FORM:

L. Jean-Pierre (for)
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro for
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 202__, by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

The scope of work for Construction Management and Inspection Services covers the following tasks:

Task 1 – Administration

1.1 Review of Construction Documents

The project documents consisting of the plan set, specifications, Engineers Design Report (EDR), Construction Safety and Phasing Plan (CSPP), Construction Management Plan (CMP), Schedule of Values (SOV), and the Special Provisions will be reviewed in preparation of design review meeting with the EOR and EPIA.

1.2 Teaming Meeting with EPIA, EOR and Parkhill

A meeting will be held at the EPIA office with the EOR to discuss the construction documents. Additional items may include addendums to the contract documents, preconstruction meeting agenda, communication protocols, submission requirements of FM form 7460-1 (Notice of Proposed Construction or Alteration), responsibilities of CA, QA testing laboratory and their responsibilities, contractor Quality Control (QC) requirements, Federal wage rate requirements, and project closeout requirements following current FM guidance.

1.3 Monthly Project Management Task

The monthly project management tasks anticipated for this project include: Monthly invoice and summary report, subconsultant and QA laboratory coordination, and City requested compliance documents and reports.

1.4 Procore Setup

General project setup of Procore that will include: access permissions, contract documents, plans and specifications, submittal/RFI/change order/field directive logs and approval chain, bid item quantities, contractor schedule, daily report and observation logs, weather reports, test reports, photo log, quantity log, contractor equipment list, staff/personnel list, subcontractor list, issues, monthly pay estimates and weekly construction progress meeting minutes.

Task 2 – Mobilization Phase Services

2.1 Mobilization

The Parkhill Construction Manager will mobilize onsite towards the start of mobilization period with RPR arriving one day prior to the start of NTP for Phase 1. The anticipated tasks during the mobilization phase include:

- 1) Onsite office setup - in the trailer provided by the Contractor.
- 2) Documentation of the permitting, badging, and submittal process.
- 3) RPR orientation including badging, construction documents and responsibilities related construction activities.

2.2 Preconstruction Meeting

Parkhill will schedule and conduct the preconstruction meeting/conference in accordance with FM AC 150/5370-12 (Quality Management for Federally Funded Airport Construction Projects). The Construction Manager will prepare the agenda for the meeting, conduct the meeting, and issue meeting minutes.

Task 3 – Construction Phase Services

The Construction Manager shall be the point of contact regarding all construction management activities that include construction observation, acceptance testing and payment eligibility under the FAA AIP grants. The scope of this task is to coordinate, schedule, and perform inspection services necessary for compliance with the contract documents. The scope generally includes the tasks listed below.

3.1 Onsite Construction Observation

- Perform construction observations for the demolition and construction of civil and electrical work.
- Verification of QA and QC laboratory test results for the compliance with project specifications.
- Coordinate and schedule the QA material testing as specified by the CMP.

Construction Manager will be on site approximately 30 hours per week, generally arriving mid-day Monday and departing late Friday of each week.

One full-time Civil RPR will be onsite approximately 40 hours per week to perform the above activities and assist the Construction Manager.

3.2 Construction Daily Reports

This task includes construction observation and documentation, photographs, sketches and other supporting information as necessary to document field work and material testing results. Specifically, the task includes:

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

3.3 Site Coordination

- Assist with project development efforts with the FAA, airport operations, cargo carriers, agencies, and other stakeholders as required and directed by the EPIA.
- Track key project activities and action items during the project.
- Evaluate contractor's daily/nightly work schedules and prepare corresponding NOTAM and gate guard request for EPIA review.
- Assist EPIA in resolution of construction conflicts arising from design conflicts, clarifications, or issues, contract coordination, site changes, etc.

3.4 Coordination of RFIs, Submittals, Field Directive, and Change Orders

- Maintain a master log of RFIs, Field Directives, and Change Orders using Procore. Present and discuss these logs as a part of weekly construction progress meetings.
- Track any construction delays which may lead to the assessment of liquidated damages to the contractor.
- Document and resolve unanticipated field conditions, disputes, and claims.
- Coordinate the response to the RFIs using Procore.
- Assist the Construction Administration team in preparation of field directives including coordinating with EPIA and contractor as necessary.

3.5 Quality Assurance Survey

The purpose of the quality assurance survey is to monitor and verify the contractor's compliance with the proposed geometry, grades, pavement thickness, volumetric quantities, and alignment of critical electrical features. The following survey elements are anticipated as part of this verification:

- Verify Horizontal and Vertical Control.
- Perform a topographic survey for the subgrade with a 50-foot grid.
- Perform a topographic survey for the top of concrete paving with a 50-foot grid.
- Have five visits not to exceed 8 hours each (3 days – no weekends).

Exemptions

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

3.6 Review of Contractor Pay Applications

Review contractor's monthly pay applications and provide recommendations to EPIA regarding progress payments.

3.7 Weekly Construction Progress Meetings

This task provides for the full participation and attendance via conference call at all weekly construction progress meetings between EPIA, Contractor, CM Team, EOR, and other project stakeholders. Weekly construction progress meetings starting first week of construction. A total of 28 weekly construction progress meetings will be performed.

3.8 Monthly Site Visits by Others

The Parkhill Team Principal-in-Charge shall visit the site on a periodic basis to observe the construction progress and address any issues that may arise. These visits will be coordinated to coincide with weekly construction progress meetings. The Principal-in-Charge will also utilize this time in any change order negotiations or pay application quantity verification purposes. Two field visits for the Principal-in-Charge are assumed for this purpose.

3.9 Project Assistant Services

The Project Assistant (PASS) will coordinate activities related to construction management practices regarding RFIs, Submittals, Field Directives, Change Orders and Pay Applications. The PASS will assist the Construction Manager to facilitate progress meetings via conference call. The PASS will help manage QC and QA test reports for following specifications: P-152, P-156, P-209, P-304, P-403 and P-501.

3.10 Project Administration of Procure

Procure will be updated routinely to ensure project documents, submittals, RFI, change orders, field directives, contractor schedule, bid item quantity documentation, reissued construction drawings, meeting minutes, daily and monthly reports, environmental documentation, approval workflow processes are up to date.

3.11 FAA Weekly Reports

Parkhill will furnish EPIA weekly reports documenting the construction progress and constructor's compliance with the progress schedule, plans and specification. Any deviations from the plans as documented in the field directives would be reported on these reports.

3.12 FAA Monthly Reports

Parkhill will furnish EPIA (if required) with monthly reports to be submitted to the FAA Airports District Office (ADO) as required documenting the construction progress and constructor's compliance with the progress schedule, plans and specification. Any deviations from the plans as documented in the field directives would also be reported. This will be in an acceptable format for FAA compliance and acceptable to EPIA.

3.13 Perform Punch-list Inspection

Assist EPIA in preparation of preliminary and final punch-list. Inspection and reinspection will be performed as part of this task.

Task 4 – Post Construction Services

4.1 Record Drawings

Monitor and verify the contractor's preparation of as-built drawings and specifications. The CM Team will assist the EOR by providing composite red-line data of the As-Built information. The as-built drawings will be finalized by the EOR and submitted to EPIA at end of the project with the final closeout report.

4.2 Project Final Closeout Report Support

Parkhill will complete the final closeout report as per applicable FAA guidance documents. This will include work scope engineering description and cost, force account, construction summary, test results, project cost summary, DBE summary, and required determination for project closeout. The construction summary will include bid tab, construction work narrative, list of all prime and subcontractor, change orders, supplemental agreements, project schedule, compliance with labor laws and assurances and certification forms. This document will also include a compilation of the meeting minutes, pay applications, and quality assurance and quality control reports. Certification forms will be included for project testing, testing laboratories, and

required determination for project closeout. The report will be completed within 30 days of approval of the final pay application. The report will be reproduced and distributed to airport and FAA ADO.

Assumptions:

- 1) Quality Assurance (QA) Material Testing Laboratory would be hired by EPIA and would be responsible for all QA material testing specified.
- 2) All QA material testing requirements would be specified in the Quality Control plan prepared as a part of the CMP.
- 3) Construction Manager shall have the authority to request additional testing at his/her discretion within reason.
- 4) Information such as the durations of the project is based on the construction documents and has been used to prepare this cost estimate for the Construction Management and Inspection Services.
- 5) The level of effort assumes that during the construction the Construction Manager and the RPR will be onsite as previously identified. The total staggered time for Construction Manager and RPR's will not exceed 10 hours per day, with the Construction Manager weekly on-site hours to not exceed 30 hours/week and RPR's on site weekly hours to not exceed 40 hours/week.
- 6) During the NTP and Mobilization phase, the Construction Manager and Civil RPR will be onsite a limited amount of time for construction office set up, document control set up, review conformed plans and specifications, prepare construction coordination protocols, complete badging process, complete vehicle registration process, initiate submittal review process and participate in construction management coordination meetings with EPIA and contractor.

Exclusions:

- 1) The scope of services for the Construction Management team excludes FAA Airport Data and Information Portal (ADIP) Services.
- 2) The scope of services for the Construction Management team excludes upgrades to the Airport Lighting Control System (ALCS).
- 3) The scope of services for the Construction Management Team excludes any time for a second RPR that might become necessary if the Contractor works at night or other times outside the coverage by the proposed Construction Manager and RPR.
- 4) The scope of services for the Construction Management team excludes engineering time for trouble shooting, etc. That effort is assumed to be performed by the EOR.

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

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: December 1, 2021

Prepared By: Mark Haberer
Principal: Mark Haberer
Project Manager: Arif Khatri

Project Name: EPIA Reconstruction of Twy J & K2
Project Number: _____
Task/Discipline: 5CON
Projected Start Date: December 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 5.00%
Markup on Reimbursables: 5.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$309,350

Direct Consultants: _____

Direct Expenses: _____

Reimbursable Consultants: _____

Reimbursable Expenses: \$61,005

Total Fee: \$373,405

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$309,350

Directs: _____

Subtotal: \$309,350

Reimbursables: \$64,055

Total Fee: \$373,405

Labor Costs

Project: EPIA Reconstruction of Twy J & K2

Project Number:

Task/Discipline: 5CON

Current Fee: \$373,405

			1	2	3	4	5	6	7	8	
Category			OtherProfessionals	CivilEngineers	CivilEngineers	SupportEmployees					
Staff Title - Level			Other Professional-PL7	Sector Director Civil-PL7	Civil Project Engineer-PL5	Support Staff-SS6					
Hourly/Billing Rate			\$260.00	\$295.00	\$229.00	\$110.00					
Resource (Employee) Name (Blank if not known)			Arif Khatri	Mark Haberer		Ofelia Ochoa					
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
Plan Review (pre-project)			30	8							38
Pre-Meeting with Garver and EPIA (in El Paso)			8	12		2					22
Pre-Construction Meeting in El Paso (in El Paso)			8	12		2					22
Coordinate Submittals						40					40
Coordinate RFI's						24					24
Evaluate Proposed change orders and provide other technical review/assistance (as needed basis only)				4		12					16
Assist with preparation of pay applications						8					8
Compile and transmit labor interviews						8					8
Weekly progress meetings (1/wk for 28 weeks)			28	14		60					102
Finalize and organize daily logs			40			40					80
Finalize and transmit FAA weekly reports			40			20					60
Organize QA testing reports			20			20					40
Site visits (assume 2 at 12hr/ea)				24							24
Daily work responsibilities (Based on 32 weeks and 30hr/week in conjuciton with tasks above)			832								832
Labor Subtotals			1006	74		236					1316
Salary			\$261,560	\$21,830		\$25,960					\$309,350

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs	Amount
611 Structural Consultant	
612 Mech/Elec Consultant	
613 Environ/Civil Consultant	
614 Architectural Consultant	
615 Testing Consultant (Geotech, CMT, TAB, etc.)	
616 Surveying Consultant	
617 Interior Design Consultant	
618 Other Consultant - Kitchen / Food Consultant	
618 Other Consultant - Acoustical Consultant	
618 Other Consultant - AV/ IT Consultant	
618 Other Consultant	

Total Direct Consultants

Direct Expense Costs	
621 Travel	
Motel	Days @ Men @ /Man-day =
Air Travel	Air Fare @ Men @ /Man =
Parking	Days @ /Day =
Car Rental	Days @ /Day =
Mileage	Miles @ \$0.545 @ Trips =
	Subtotal

622 Reproductions	
Blackline Prints	
34" x 22"	Shts @ \$2.50 /Sht @ Sets =
36" x 24"	Shts @ \$2.75 /Sht @ Sets =
42" x 30	Shts @ \$3.25 /Sht @ Sets =
Other	sf @ \$0.55 /sf @ Sets =
Mounting Foam Board	Boards @ \$10.00 /ea @
Printing:	
Set Up Fee	Originals @ \$0.15 /Sht @ Submittals =
8-1/2" x 11" B&W	Originals @ \$0.09 /Sht @ Sets =
8-1/2" x 11" Color	Originals @ \$0.55 /Sht @ Sets =
11" x 17" B&W	Originals @ \$0.18 /Sht @ Sets =
11" x 17" Color	Originals @ \$1.05 /Sht @ Sets =
Binding Cost	Sets @ \$2.00 /Set =
Laminating	Shts @ \$2.00 /Sht =
Scan to file	
Burn to CD/DVD	CD/DVD @ \$13.50 /each =
Scan Specs	Originals @ \$0.15 /Sht =
Scan Drawings	Originals @ \$1.50 /Sht =
	Subtotal

623 Models/Renderings/Photos	Shots @ /Shot
624 Telephone	Calls @ /Call
625 Meals	Days @ Men @ /Man-day
626 Field Supplies	
628 Postage	Mailings @ /Mailing (Standard)
628 Postage	Mailings @ /Mailing (Overnight)
629 Publications	
630 Misc Reimbursable Exp	
632 Temporary Personnel	
634 Office Supplies	
635 CADD	
636 Field Equip Rental	
639 License & Regulation Fee	
643 NM Gross Receipt Tax	
647 Computer Supplies	

Total Direct Expenses

Reimbursable Expenses Project: Project No: Task: Current Fee:
 Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

Reimbursable Consultant Costs							Amount
511 Structural Consultant							
512 Mech/Elec Consultant							
513 Environ/Civil Consultant							
514 Architectural Consultant							
515 Testing Consultant (Geotech, CMT, TAB, etc.)							
516 Surveying Consultant							
517 Interior Design Consultant							
518 Other Consultant - Kitchen / Food Consultant							
518 Other Consultant - Acoustical Consultant							
518 Other Consultant - AV/ IT Consultant							
518 Other Consultant							
Total Reimbursable Consultants							
Reimbursable Expenses							
521 Travel							
Motel	160 Days @	1 Men @	\$150.00 /Man-day	=		\$24,000.00	
Air Travel	32 Air Fare @	1 Men @	\$354.00 /Man	=		\$11,328.00	
Parking	Days @		/Day	=			
Car Rental	128 Days @	\$50.00	/Day	=		\$6,400.00	
Mileage	Miles @	\$0.545	@	Trips	=		
Subtotal							\$41,728
522 Reproductions							
Blackline / Color Plots							
34" x 22"		Shts @	\$2.50 /Sht @		Sets =		
36" x 24"		Shts @	\$2.75 /Sht @		Sets =		
42" x 30		Shts @	\$3.25 /Sht @		Sets =		
Other		sf @	\$0.55 /sf @		Sets =		
Mounting Foam Board		Boards @	\$10.00 /ea @				
Printing:							
Set Up Fee		Originals @	\$0.15 /Sht @		Submittals =		
8-1/2" x 11" B&W		Originals @	\$0.09 /Sht @		Sets =		
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @		Sets =		
11" x 17" B&W		Originals @	\$0.18 /Sht @		Sets =		
11" x 17" Color		Originals @	\$1.05 /Sht @		Sets =		
Binding Cost		Sets @	\$2.00 /Set		=		
Laminating		Shts @	\$2.00 /Sht		=		
Scan to file							
Burn to CD/DVD	10	CD/DVD @	\$13.50 /each	=		\$135.00	
Scan Specs	1800	Originals @	\$0.15 /Sht	=		\$270.00	
Scan Drawings	1200	Originals @	\$1.50 /Sht	=		\$1,800.00	
Subtotal							\$2,205
523 Models/Renderings/Photos		Shots @	/Shot				
524 Telephone	Calls @		/Call				
525 Meals	128 Days @	1 Men @	\$64.00 /Man-day				\$8,192
526 Field Supplies					Rental car fuel		\$1,600
528 Postage	Mailings @		/Mailing (Standard)				
528 Postage	Mailings @		/Mailing (Overnight)				
530 Misc Reimbursable Exp							
532 Temporary Personnel							
534 Office Supplies							
535 CADD							
536 Field Equip Rental							
537 Interior Design Items							
539 License & Regulation Fee							
543 NM Gross Receipt Tax							
547 Computer Supplies					Procure		\$7,280
Total Reimbrusable Expenses							\$61,005

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: November 5, 2021

Prepared By: Mark Haberer
Principal: Mark Haberer
Project Manager: Arif Khatri

Project Name: EPIA Reconstruction of Twy J & K2
Project Number: _____
Task/Discipline: 6RPR
Projected Start Date: December 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 5.00%
Markup on Reimbursables: 5.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$168,768

Direct Consultants: _____

Direct Expenses: _____

Reimbursable Consultants: _____

Reimbursable Expenses: \$38,222

Total Fee: \$208,901

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$168,768

Directs: _____

Subtotal: \$168,768

Reimbursables: \$40,133

Total Fee: \$208,901

Labor Costs

Project:

EPIA Reconstruction of Twy J & K2

Project Number:

Task/Discipline: 6RPR

Current Fee:

\$208,901

			1	2	3	4	5	6	7	8	
Category			OtherProfessionals	OtherProfessionals							
Staff Title - Level			RPR-PL5	RPR-PL4							
Hourly/Billing Rate			\$144.00	\$125.00							
Resource (Employee) Name (Blank if not known)			Mark Carpenter								
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
Plan review (pre project)											
Attend Pre-Construction meeting			12								12
Lead RPR (29weeks @ 40 hours/ week)		145	1160								1,160
2nd RPR (16 weeks @ 40 hours/ week)											
Labor Subtotals	Hours	Trip Count	145	1172							1172
	Salary			\$168,768							\$168,768

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs	Amount
611 Structural Consultant	
612 Mech/Elec Consultant	
613 Environ/Civil Consultant	
614 Architectural Consultant	
615 Testing Consultant (Geotech, CMT, TAB, etc.)	
616 Surveying Consultant	
617 Interior Design Consultant	
618 Other Consultant - Kitchen / Food Consultant	
618 Other Consultant - Acoustical Consultant	
618 Other Consultant - AV/ IT Consultant	
618 Other Consultant	

Total Direct Consultants

Direct Expense Costs	
621 Travel	
Motel	Days @ Men @ /Man-day =
Air Travel	Air Fare @ Men @ /Man =
Parking	Days @ /Day =
Car Rental	Days @ /Day =
Mileage	Miles @ \$0.545 @ 145 Trips =
	Subtotal

622 Reproductions	
Blackline Prints	
34" x 22"	Shts @ \$2.50 /Sht @ Sets =
36" x 24"	Shts @ \$2.75 /Sht @ Sets =
42" x 30	Shts @ \$3.25 /Sht @ Sets =
Other	sf @ \$0.55 /sf @ Sets =
Mounting Foam Board	Boards @ \$10.00 /ea @
Printing:	
Set Up Fee	Originals @ \$0.15 /Sht @ Submittals =
8-1/2" x 11" B&W	Originals @ \$0.09 /Sht @ Sets =
8-1/2" x 11" Color	Originals @ \$0.55 /Sht @ Sets =
11" x 17" B&W	Originals @ \$0.18 /Sht @ Sets =
11" x 17" Color	Originals @ \$1.05 /Sht @ Sets =
Binding Cost	Sets @ \$2.00 /Set =
Laminating	Shts @ \$2.00 /Sht =
Scan to file	
Burn to CD/DVD	CD/DVD @ \$13.50 /each =
Scan Specs	Originals @ \$0.15 /Sht =
Scan Drawings	Originals @ \$1.50 /Sht =
	Subtotal

623 Models/Renderings/Photos	Shots @ /Shot
624 Telephone	Calls @ /Call
625 Meals	Days @ Men @ /Man-day
626 Field Supplies	
628 Postage	Mailings @ /Mailing (Standard)
628 Postage	Mailings @ /Mailing (Overnight)
629 Publications	
630 Misc Reimbursable Exp	
632 Temporary Personnel	
634 Office Supplies	
635 CADD	
636 Field Equip Rental	
639 License & Regulation Fee	
643 NM Gross Receipt Tax	
647 Computer Supplies	

Total Direct Expenses

Reimbursable Expenses Project: Project No: Task: Current Fee:
 Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

Reimbursable Consultant Costs	Amount
511 Structural Consultant	
512 Mech/Elec Consultant	
513 Environ/Civil Consultant	
514 Architectural Consultant	
515 Testing Consultant (Geotech, CMT, TAB, etc.)	
516 Surveying Consultant	
517 Interior Design Consultant	
518 Other Consultant - Kitchen / Food Consultant	
518 Other Consultant - Acoustical Consultant	
518 Other Consultant - AV/ IT Consultant	
518 Other Consultant	
Total Reimbursable Consultants	

Reimbursable Expenses									
521 Travel									
Motel	150 Days @	1	Men @	\$150.00 /Man-day	=	\$22,500.00			
Air Travel	15 Air Fare @	1	Men @	\$354.00 /Man	=	\$5,310.00			
Parking	Days @		/Day		=				
Car Rental	Days @		/Day		=				
Mileage (RPR 1)	10 Miles @	\$0.560	@	145 Trips	=	\$812.00			
	Miles @	\$0.560	@	Trips	=				
								Subtotal	\$28,622

522 Reproductions									
Blackline / Color Plots									
34" x 22"		Shts @	\$2.50 /Sht @		Sets =				
36" x 24"		Shts @	\$2.75 /Sht @		Sets =				
42" x 30		Shts @	\$3.25 /Sht @		Sets =				
Other		sf @	\$0.55 /sf @		Sets =				
Mounting Foam Board		Boards @	\$10.00 /ea @						
Printing:									
Set Up Fee		Originals @	\$0.15 /Sht @		Submittals =				
8-1/2" x 11" B&W		Originals @	\$0.09 /Sht @		Sets =				
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @		Sets =				
11" x 17" B&W		Originals @	\$0.18 /Sht @		Sets =				
11" x 17" Color		Originals @	\$1.05 /Sht @		Sets =				
Binding Cost		Sets @	\$2.00 /Set		=				
Laminating		Shts @	\$2.00 /Sht		=				
Scan to file									
Burn to CD/DVD		CD/DVD @	\$13.50 /each		=				
Scan Specs		Originals @	\$0.15 /Sht		=				
Scan Drawings		Originals @	\$1.50 /Sht		=				
								Subtotal	

523 Models/Renderings/Photos		Shots @	/Shot						
524 Telephone		Calls @	/Call						
525 Meals	150 Days @	1	Men @	\$64.00 /Man-day		\$9,600			
526 Field Supplies									
528 Postage	Mailings @		/Mailing	(Standard)					
528 Postage	Mailings @		/Mailing	(Overnight)					
530 Misc Reimbursable Exp									
532 Temporary Personnel									
534 Office Supplies									
535 CADD									
536 Field Equip Rental									
537 Interior Design Items									
539 License & Regulation Fee									
543 NM Gross Receipt Tax									
547 Computer Supplies									

Total Reimbursable Expenses \$38,222

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: December 1, 2021

Prepared By: Mark Haberer
Principal: Mark Haberer
Project Manager: Arif Khatri

Project Name: EPIA Reconstruction of Twy J & K2
Project Number: 7CLO
Task/Discipline: _____
Projected Start Date: December 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 5.00%
Markup on Reimbursables: 5.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost:	<u>\$25,360</u>
Direct Consultants:	_____
Direct Expenses:	_____
Reimbursable Consultants:	_____
Reimbursable Expenses:	<u>\$901</u>
Total Fee:	<u>\$26,306</u>

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor:	<u>\$25,360</u>
Directs:	_____
Subtotal:	<u>\$25,360</u>
Reimbursables:	<u>\$946</u>
Total Fee:	<u>\$26,306</u>

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs	Amount
611 Structural Consultant	
612 Mech/Elec Consultant	
613 Environ/Civil Consultant	
614 Architectural Consultant	
615 Testing Consultant (Geotech, CMT, TAB, etc.)	
616 Surveying Consultant	
617 Interior Design Consultant	
618 Other Consultant - Kitchen / Food Consultant	
618 Other Consultant - Acoustical Consultant	
618 Other Consultant - AV/ IT Consultant	
618 Other Consultant	

Total Direct Consultants

Direct Expense Costs	
621 Travel	
Motel Days @ Men @ /Man-day =	
Air Travel Air Fare @ Men @ /Man =	
Parking Days @ /Day =	
Car Rental Days @ /Day =	
Mileage Miles @ \$0.545 @ 1 Trips =	
Subtotal	

622 Reproductions	
Blackline Prints	
34" x 22" Shts @ \$2.50 /Sht @ Sets =	
36" x 24" Shts @ \$2.75 /Sht @ Sets =	
42" x 30 Shts @ \$3.25 /Sht @ Sets =	
Other sf @ \$0.55 /sf @ Sets =	
Mounting Foam Board Boards @ \$10.00 /ea @	
Printing:	
Set Up Fee Originals @ \$0.15 /Sht @ Submittals =	
8-1/2" x 11" B&W Originals @ \$0.09 /Sht @ Sets =	
8-1/2" x 11" Color Originals @ \$0.55 /Sht @ Sets =	
11" x 17" B&W Originals @ \$0.18 /Sht @ Sets =	
11" x 17" Color Originals @ \$1.05 /Sht @ Sets =	
Binding Cost Sets @ \$2.00 /Set =	
Laminating Shts @ \$2.00 /Sht =	
Scan to file	
Burn to CD/DVD CD/DVD @ \$13.50 /each =	
Scan Specs Originals @ \$0.15 /Sht =	
Scan Drawings Originals @ \$1.50 /Sht =	
Subtotal	

623 Models/Renderings/Photos	Shots @ /Shot
624 Telephone	Calls @ /Call
625 Meals	Days @ Men @ /Man-day
626 Field Supplies	
628 Postage	Mailings @ /Mailing (Standard)
628 Postage	Mailings @ /Mailing (Overnight)
629 Publications	
630 Misc Reimbursable Exp	
632 Temporary Personnel	
634 Office Supplies	
635 CADD	
636 Field Equip Rental	
639 License & Regulation Fee	
643 NM Gross Receipt Tax	
647 Computer Supplies	

Total Direct Expenses

Reimbursable Expenses Project: _____ Project No: _____ Task: _____ Current Fee: _____
 Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

Reimbursable Consultant Costs						Amount
511 11/5/2021						
512 Mech/Elec Consultant						
513 Environ/Civil Consultant						
514 Architectural Consultant						
515 Testing Consultant (Geotech, CMT, TAB, etc.)						
516 Surveying Consultant						
517 Interior Design Consultant						
518 Other Consultant - Kitchen / Food Consultant						
518 Other Consultant - Acoustical Consultant						
518 Other Consultant - AV/ IT Consultant						
518 Other Consultant						
Total Reimbursable Consultants						
Reimbursable Expenses						
521 Travel						
Motel	2 Days @	1 Men @	\$150.00 /Man-day	=	\$300.00	
Air Travel	1 Air Fare @	1 Men @	\$354.00 /Man	=	\$354.00	
Parking	Days @	/Day		=		
Car Rental	2 Days @	\$50.00 /Day		=	\$100.00	
Mileage	Miles @	\$0.560 @	1 Trips	=		
Subtotal						\$754
522 Reproductions						
Blackline / Color Plots						
34" x 22"		Shts @	\$2.50 /Sht @	Sets =		
36" x 24"		Shts @	\$2.75 /Sht @	Sets =		
42" x 30		Shts @	\$3.25 /Sht @	Sets =		
Other		sf @	\$0.55 /sf @	Sets =		
Mounting Foam Board		Boards @	\$10.00 /ea @			
Printing:						
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =		
8-1/2" x 11" B&W	100	Originals @	\$0.09 /Sht @	1 Sets =	\$9.00	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =		
11" x 17" B&W		Originals @	\$0.18 /Sht @	Sets =		
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =		
Binding Cost		Sets @	\$2.00 /Set	=		
Laminating		Shts @	\$2.00 /Sht	=		
Scan to file						
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=		
Scan Specs		Originals @	\$0.15 /Sht	=		
Scan Drawings		Originals @	\$1.50 /Sht	=		
Subtotal						\$9
523 Models/Renderings/Photos		Shots @	/Shot			
524 Telephone	Calls @	/Call				
525 Meals	2 Days @	1 Men @	\$64.00 /Man-day		\$128	
526 Field Supplies						
528 Postage	2 Mailings @	\$5.00 /Mailing (Standard)			\$10	
528 Postage	Mailings @	/Mailing (Overnight)				
530 Misc Reimbursable Exp						
532 Temporary Personnel						
534 Office Supplies						
535 CADD						
536 Field Equip Rental						
537 Interior Design Items						
539 License & Regulation Fee						
543 NM Gross Receipt Tax						
547 Computer Supplies						
Total Reimbursable Expenses						\$901

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: December 1, 2021

Prepared By: Mark Haberer
Principal: Mark Haberer
Project Manager: Arif Khatri

Project Name: EPIA Reconstruction of Twy J & K2
Project Number: _____
Task/Discipline: 9SSC
Projected Start Date: December 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 5.00%
Markup on Reimbursables: 5.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: _____

Direct Consultants: _____

Direct Expenses: _____

Reimbursable Consultants: \$107,000

Reimbursable Expenses: _____

Total Fee: \$112,350

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: _____

Directs: _____

Subtotal: _____

Reimbursables: \$112,350

Total Fee: \$112,350

Labor Costs

Project:

EPIA Reconstruction of Twy J & K2

Project Number:

Task/Discipline: 9SSC

Current Fee:

\$112,350

			1	2	3	4	5	6	7	8	
Category			OtherProfessionals	OtherProfessionals							
Staff Title - Level			RPR-PL5	RPR-PL4							
Hourly/Billing Rate			\$160.00	\$144.00							
Resource (Employee) Name (Blank if not known)											
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
Labor Subtotals	Hours	Trip Count									
	Salary										

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs	Amount
611 Structural Consultant	
612 Mech/Elec Consultant	
613 Environ/Civil Consultant	
614 Architectural Consultant	
615 Testing Consultant (Geotech, CMT, TAB, etc.)	
616 Surveying Consultant	
617 Interior Design Consultant	
618 Other Consultant - Kitchen / Food Consultant	
618 Other Consultant - Acoustical Consultant	
618 Other Consultant - AV/ IT Consultant	
618 Other Consultant	

Total Direct Consultants

Direct Expense Costs	
621 Travel	
Motel	Days @ Men @ /Man-day =
Air Travel	Air Fare @ Men @ /Man =
Parking	Days @ /Day =
Car Rental	Days @ /Day =
Mileage	Miles @ \$0.545 @ Trips =
	Subtotal

622 Reproductions	
Blackline Prints	
34" x 22"	Shts @ \$2.50 /Sht @ Sets =
36" x 24"	Shts @ \$2.75 /Sht @ Sets =
42" x 30	Shts @ \$3.25 /Sht @ Sets =
Other	sf @ \$0.55 /sf @ Sets =
Mounting Foam Board	Boards @ \$10.00 /ea @
Printing:	
Set Up Fee	Originals @ \$0.15 /Sht @ Submittals =
8-1/2" x 11" B&W	Originals @ \$0.09 /Sht @ Sets =
8-1/2" x 11" Color	Originals @ \$0.55 /Sht @ Sets =
11" x 17" B&W	Originals @ \$0.18 /Sht @ Sets =
11" x 17" Color	Originals @ \$1.05 /Sht @ Sets =
Binding Cost	Sets @ \$2.00 /Set =
Laminating	Shts @ \$2.00 /Sht =
Scan to file	
Burn to CD/DVD	CD/DVD @ \$13.50 /each =
Scan Specs	Originals @ \$0.15 /Sht =
Scan Drawings	Originals @ \$1.50 /Sht =
	Subtotal

623 Models/Renderings/Photos	Shots @ /Shot
624 Telephone	Calls @ /Call
625 Meals	Days @ Men @ /Man-day
626 Field Supplies	
628 Postage	Mailings @ /Mailing (Standard)
628 Postage	Mailings @ /Mailing (Overnight)
629 Publications	
630 Misc Reimbursable Exp	
632 Temporary Personnel	
634 Office Supplies	
635 CADD	
636 Field Equip Rental	
639 License & Regulation Fee	
643 NM Gross Receipt Tax	
647 Computer Supplies	

Total Direct Expenses

Reimbursable Expenses Project: Project No: Task: Current Fee:
 Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

Reimbursable Consultant Costs	Amount
511 11/829/2021	
512 Mech/Elec Consultant	
513 Environ/Civil Consultant	
514 Architectural Consultant	
515 Testing Consultant (Geotech, CMT, TAB, etc.)	
516 Surveying Consultant Barragan	\$107,000
517 Interior Design Consultant	
518 Other Consultant - Kitchen / Food Consultant	
518 Other Consultant - Acoustical Consultant	
518 Other Consultant - AV/ IT Consultant	
518 Other Consultant	
Total Reimbursable Consultants	\$107,000

Reimbur:	5%						
521 5%							
Motel	Days @	Men @	/Man-day	=			
Air Travel	Air Fare @	Men @	/Man	=			
Parking	Days @	/Day		=			
Car Rental	Days @	/Day		=			
Mileage	Miles @	\$0.560 @	Trips	=			
							Subtotal

522 Reproductions							
Blackline / Color Plots							
34" x 22"	Shts @	\$2.50 /Sht @	Sets =				
36" x 24"	Shts @	\$2.75 /Sht @	Sets =				
42" x 30	Shts @	\$3.25 /Sht @	Sets =				
Other	sf @	\$0.55 /sf @	Sets =				
Mounting Foam Board	Boards @	\$10.00 /ea @					
Printing:							
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =				
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =				
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =				
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =				
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =				
Binding Cost	Sets @	\$2.00 /Set	=				
Laminating	Shts @	\$2.00 /Sht	=				
Scan to file							
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=				
Scan Specs	Originals @	\$0.15 /Sht	=				
Scan Drawings	Originals @	\$1.50 /Sht	=				
							Subtotal

523 Models/Renderings/Photos		Shots @	/Shot				
524 Telephone	Calls @	/Call					
525 Meals	Days @	Men @	/Man-day				
526 Field Supplies							
528 Postage	Mailings @	/Mailing	(Standard)				
528 Postage	Mailings @	/Mailing	(Overnight)				
530 Misc Reimbursable Exp							
532 Temporary Personnel							
534 Office Supplies							
535 CADD							
536 Field Equip Rental							
537 Interior Design Items							
539 License & Regulation Fee							
543 NM Gross Receipt Tax							
547 Computer Supplies							

Total Reimbrusable Expenses

ATTACHMENT "C"
INTENTIONALLY DELETED

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “Construction Management Services for the El Paso International Airport Reconstruction of Taxiways J and K2”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$720,962.00 for all services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Contract payments will be made as provided in the Agreement and on a time and materials basis at the unit rates included in Attachment “B”.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the 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 1st of each year and ends on August 31st of each year. The Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st 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

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “A”** and the Notice to Proceed.

ATTACHMENT "E"
INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2021

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).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C, No, Ext): (214) 323-4602 E-MAIL ADDRESS: certificatedallas@risk-strategies.com	FAX (A/C, No): (214) 503-8899	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Parkhill 4222 85th St. Lubbock TX 79423	INSURER A: Travelers Casualty and Surety Co of Amer		31194
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 64672916

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	106653747	1/10/2021	1/10/2022	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.
 Re: Solicitation 2021-1475R, El Paso International Airport (EPIA), Construction Management and Inspection Services, Reconstruction of Taxiways J & K2 for the El Paso International Airport.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso - Capital Improvement Department 218 N. Campbell El Paso TX 79901	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  Joe Bryant
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2021

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).

PRODUCER Sanford & Tatum Insurance Agency PO Box 64790 Lubbock TX 79464		CONTACT NAME: Dee Bartlett PHONE (A/C, No, Ext): (806) 792-5564 E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com	FAX (A/C, No): (806) 792-9344																					
INSURED Parkhill 4222 85th Street Lubbock TX 79423		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Ins. Co</td> <td></td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co. of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Casualty Ins Co of America</td> <td></td> <td>19046</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Charter Oak Fire Ins. Co		25615	INSURER B: Travelers Property Casualty Co. of America		25674	INSURER C: Travelers Casualty Ins Co of America		19046	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER B: Travelers Property Casualty Co. of America		25674																						
INSURER C: Travelers Casualty Ins Co of America		19046																						
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 21/22

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6305H948872	09/30/2021	09/30/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA4N167444	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5H948872	09/30/2021	09/30/2022	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB5H948872	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Solicitation 2021-1475R
 El Paso International Airport (EPIA)
 Construction Management and Inspection Services
 Reconstruction of Taxiways J & K2

The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. The General Liability, Auto &

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso - Capital Improvement Department 218 N. Campbell El Paso TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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