

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

AGENDA DATE: August 30, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, PE City Engineer, (915) 212-1860

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 1.4: Grow the core business of air transportation

SUBJECT:

Discussion and action that the City Manager be authorized to sign the Agreement for Professional Services by and between the City of El Paso and **Garver, LLC., an Arkansas professional limited liability company authorized to do business in Texas**, for a project known as "**EPIA-General Aviation Ramp Reconstruction**", for an amount not to exceed **\$1,913,810.00**; that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses 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 not to exceed **\$2,013,810.00**; 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.: Funding source: FAA Grant and Airport Enterprise Funds.

BACKGROUND / DISCUSSION:

The El Paso International Airport is designing pavement improvements that will remove and replace approximately 50 acres of aging asphalt at the General Aviation Ramp. This is a multi-year project that will correct drainage issues and replace aging pavement. All improvements will be in compliance with current FAA design circulars.

SELECTION SUMMARY:

Consultant selection was based on qualifications pursuant to the Professional Services Procurement Act, 23 CFR, Part 172, and Subchapter A, Chapter 2254, of the Texas Local Government Code. There were three offerors, all with local offices. The recommendation of staff is to award the contract to the offeror based on best demonstrated understanding of the project and FAA requirements, the experience of the project manager and team, and approach to completing the work.

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,913,810.00
Funding Source: FAA Grant and Airport Enterprise
Account: G62A204002 - 562-62330-580260-3080/3010

EPIA General Aviation Ramp Reconstruction

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: El Paso International Airport

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement

Jerry DeMuro / for

Yvette Hernandez, P.E. City Engineer

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., an Arkansas limited liability company, for a project known as “EPIA-General Aviation Ramp Reconstruction” for an amount not to exceed \$1,913,810.00; 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 not to exceed \$2,013,810.00; 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 _____ 2022.


CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement 

Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0522 ARCHITECT & ENGINEERING SVCS. FOR EPIA - GENERAL AVIATION RAMP RECONSTRUCTION		
	GARVER	PARKHILL	RS&H
Rater 1	74	69	67
Rater 2	77	74	55
Rater 3	79	75	54
<u>Total rater scores</u>	230	218	176
References	10	9	8
<u>OVERALL SCORE</u>	<u>240</u>	<u>227</u>	<u>184</u>

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2022 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, an Arkansas limited liability company authorized to do business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “EPIA-General Aviation Ramp 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 **\$1,913,810.00** 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 **\$50,000.00**, 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 total project budget for the Project allocates is \$1,913,810.00, 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 claim 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. 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.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement 

Yvette Hernandez, 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 _____, 2022,
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 Work

The El Paso International Airport’s objectives are to remove and replace asphalt on the General Aviation Ramp in accordance with FAA design standards.

The target year of construction is 2023. See schematic below for informational purposes only.

DESIGN CRITERIA

GA Ramp Reconstruction consists of full depth demolition of the existing asphalt pavement section and reconstruction of an asphalt pavement section to existing paving limits.

The new asphalt surface will be completed to approximately the existing grades, with verification of Federal Aviation Administration (FAA) surface gradient criteria and possible minor grade corrections.

The project will be designed in accordance with the latest FAA design standards as outlined in FAA Advisory Circular (AC) 150/5300-13A. The pavement will be designed with FAARFIELD per AC 150/5320-6G

SERVICES REQUIRED

Investigation

All investigations include but are not limited to survey, geotechnical, utility coordination, drainage, FAA infrastructure coordination.

Utility Investigation, Services and Coordination

The consultant shall coordinate the project design with all utility companies that will be affected by the improvements. The purpose is to minimize utility relocation without compromising design standards. The consultant shall submit all applications to the utilities on behalf of the City, however, the City will pay all utility service fees. It is not the consultant’s responsibility to pull the installation of the service, all activities required as part of the installation of the service will be coordinated and performed by the contractor doing the work.

All utility service requests shall be completed and submitted by the consultant before the construction documents are submitted for bid advertisement. The consultant shall prepare all metes and bounds descriptions for utility easements and/or vacations. The consultant shall coordinate easements and/or vacations with City staff and the respective utility companies. All documents and coordination efforts by the consultant shall be completed by or before the Final Design Phase due date.

As necessary the consultant shall pothole utilities to determine both the vertical and horizontal alignments. This information will allow for a more complete project design and will minimize the potential conflicts during construction.

The consultant shall obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the Preliminary Design Phase, and these existing utility structures shall be shown on the Preliminary Design Phase plan submittal.

As appropriate, the consultant shall correspond and meet with all affected utility companies to discuss the proposed design and to determine if a relocation is needed. If a relocation is required, the extent of the relocation will be determined. If a dispute arises, the consultant shall promptly set up a meeting between the City Project Manager and the utility company to discuss and resolve the issue.

The consultant, on behalf of the City, shall request that all affected utility companies relocate the services that are in conflict with the project improvements. However, each utility company can request that the City include, as part of the bid package, the relocation of their utility lines, provided that the utility company enters into an agreement with the City and provides the funding. The consultant shall coordinate this effort with the utility companies and advise them of the City's policy to minimize pavement cuts on new roadways.

All correspondence and meeting minutes shall be submitted to the City at the completion of each design phase. The construction documents shall show all utility company contacts, and shall clearly show all existing and proposed utility lines. All documents and coordination efforts by the consultant shall be completed by or before the Final Design Phase due date. The consultant shall submit all utility clearance letters from each utility company by or before the project is advertised for bid.

-Existing utility crossings include but are not limited to: gas, FAA communication cables, FAA electrical, and EPIA electrical.

Planning

The designer shall assist the Owner in developing the phasing requirements per the requirements noted above

Soils Investigation

The designer shall provide a subsurface soil investigation study for the project and should be submitted to the Owner for a review. Boring log information can be shown on construction documents with appropriate notes and disclaimers that will minimize change orders. The consultant shall provide pavement design for concrete. Soil investigation shall meet FAA requirements.

Surveys

The designer shall provide all topographic and horizontal surveys for this project and to meet AC-18 requirements. The consultant will follow through with submittal thru the AGIS portal in accordance with AC 15, 17 and 18 requirements.

Design Analysis and Project Design

The consultant shall perform a design analysis for each project to ensure public safety, and all design analysis must comply with the applicable City, County, State, FAA, and other applicable Federal regulations.

Design shall meet all City requirements for the project and shall be performed in phases, in accordance with the Project Schedule Section below.

The consultant shall determine the discipline of the State of Texas licensed designers that are required to perform this type of project design.

Besides complying with local codes, the consultant shall comply, at a minimum, with the City of

El Paso's Design and Construction Standards, the City's Grading Ordinance, the City's Engineering Department Drawing Guidelines, the National Association of City Transportation Official's guidance and the Dark Sky Ordinance as applicable.

The consultant shall ensure that the project design is completed in compliance with all federal, state and local regulations and ordinances.

Early in the design the consultant shall coordinate the selection of materials and equipment with the appropriate City support departments.

Bidding

The consultant shall submit the following for bidding:

- Full and complete sealed set of drawings both in hard copy and electronic format
- Full and complete sealed set of technical specifications both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form both in hard copy and electronic format
- Detailed real world value cost estimate in hard copy and electronic format

During the bidding process, the consultant shall assist the Owner with, but not limited to the following items: respond to all questions from perspective bidders, attend a pre-bid conference, and if required prepare addendums. The bids shall be advertised as a unit price contract and selection of the bidders shall be a "low bid" selection. Procurement documents shall follow FAA requirements.

Construction

During the construction, the City may request that the consultant provide construction observation services, to be billed on a time and materials basis. These services may include but are not limited to:

- Attendance at the weekly construction meeting scheduled by the City Project Manager
- Weekly project site visits and development of a project observations report within three (3) business days of the visit
- Respond to Requests for Information (RFIs) from the project contractor
- Review and approve contractor technical submittals within a schedule previously established by the City Project Manager
- Providing advice and recommendations to the Owner
- Participate in punch list inspections and produce punch lists for submittal to Owner
- Produce and provide (24" X 36") "as-built" drawings in an electronic format.

Technical Specifications

The consultant shall prepare and provide technical specifications. The specifications shall be based on FAA requirements. *Sole sourcing will not be allowed.* All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality

assurance testing. The specifications shall correlate with unit price format. All specifications must comply with established specification standards and formats. The consultant shall provide both design and performance specifications.

Special Permits, and Other Land Use Permits

The consultant shall submit the required number of plan sets to the City of El Paso Development Department. The consultant shall be responsible for obtaining the required approvals from the City of El Paso Planning and Inspection Department before the construction documents are submitted for bid advertisement. As applicable, it shall be the responsibility of the consultant to follow up on the review and approval process with the City of El Paso Planning and Inspections Department. *The consultant shall not be responsible for pulling the permit.* The pulling of the permit shall be the responsibility of the contractor. It is the responsibility of the City of El Paso Planning and Inspections Department to review the grading and drainage, storm water pollution prevention plan, and electrical permit requirements.

The consultant shall prepare all documents that include, but are not limited to, metes and bounds descriptions, site plans, elevations, layouts, and applications for permits. The consultant shall represent the City to make presentations and answer questions at the Open House Meetings and at City Council meetings, as necessary.

Storm Water Pollution Prevention Plan

The consultant shall prepare and provide a storm water pollution prevention plan. The consultant shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department for review and approval.

Public Involvement

As necessary the consultant shall assist the City throughout public outreach activities in providing plans/exhibits showing the improvements and how improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase and the consultant shall be responsible to attend and make a presentation of the improvements and answer questions.

Construction Safety/Management plans

The Consultant shall prepare a Construction Safety and Phasing Plan and a Construction Management Plan in accordance with FAA, Federal, State and City regulations.

Environmental Issues

The project obtained environmental clearance from the FAA

Construction Sequencing Plan

The consultant shall prepare a construction sequencing plan and submit it at all design phase submittals for review. The City will review and approve the sequencing plan. The contractor shall not be given the option of developing the sequence of construction.

Construction Schedule

The consultant shall meet with the City Project Manager and Construction Manager to determine the construction schedule for each phase, order of work, and which phases will be done concurrently. The meeting shall be held after pre-final plans are submitted but before the Final Design Notice to proceed is issued. The information will allow the consultant to prepare a current market cost estimate at the final design phase submittal.



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the General Aviation Apron Reconstruction Program at El Paso International Airport. Improvements will consist primarily of the reconstruction of approximately 50 acres of existing asphalt pavement and corresponding drainage and utility infrastructure as shown in Exhibit A. Work is planned to be completed in three funding packages with an approximate conceptual construction value of approximately \$35M. Preliminary work limits for each funding package are shown in Exhibit B, but will be revised to help maximize federal funding allocations received.

- Surveying Services
- Geotechnical Services
- Design Services
 - 30% Preliminary Design
 - 60% Pre-Final Design
 - 90%/100% Final Design
 - 100% Issued for Bid
- Bidding Services
- Construction Administration Services

1. SURVEYING SERVICES

- 1.1. Design Surveys. Barragan and Associates, 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, airfield lights and signs, fences, 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. The surveyor 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, Inc (PSI), 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 three (3) 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 office/ City of El Paso from which approval must be obtained.

3.2. Owner / Agency Coordination: Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, tenants, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts. 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) for 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. Quality Control

3.3.1. Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

3.3.2. Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

3.4. Environmental Coordination

3.4.1. Garver will develop a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details. During construction, the SWPPP and NOI shall be submitted to the TCEQ by the contractor for review and permitting.

3.5. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

3.6. 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.



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 civil and electrical engineers will perform up to one (1) site visit to the project site to review existing conditions and evaluate survey and record document data.

3.8. Pavement Design: Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Owner and 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 vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each taxiway and apron alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most 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.

3.11.1. Garver will develop hydrologic and hydraulic models of the airfield drainage system within the project limits for the 5 and 100 year storms. Autodesk Storm and Sanitary Analysis will be utilized to complete interconnected pond analysis for all drainage areas. Modeling methodology and parameters will be selected in accordance with standard engineering practice and Owner standards. Modeling parameters, such as areas, slopes, drainage paths, distances, etc. will be obtained from surveys, planimetric contour maps and aerial photos and verified by field investigation.

3.11.2. A pre-development model will be developed to include drainage infrastructure that is known to be functional. Damaged or non-functional drainage infrastructure will not be included in the pre-development model. Garver will also develop a post-development model to manage runoff from the project site. The post-development model may include the expansion of the existing detention areas as well as potential onsite mitigation options.



3.11.3. Garver will develop a brief drainage analysis and this information will be included in the Final Engineer's Report. The drainage analysis report will include the following:

- Pre-development Drainage Methodology and Results
- Conceptual Post-development Drainage Methodology and Results
- Overall Drainage Recommendations

3.12. Utility Design and Coordination: 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
- Sanitary Sewer

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 provided template. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. 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 Design

3.16.1.1. Garver will develop Preliminary Design plans and engineer's report and submit to the Owner for review. It is anticipated that the Owner will review the design submission within four (4) weeks.

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 four weeks.

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

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 four weeks.



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): 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 two weeks.

4. BIDDING SERVICES

4.1. Bidding. Bidding is anticipated to be completed prior to three (3) construction years (FY2023 through FY 2025). Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services. Garver will attend a pre-bid conference and prepare an agenda to discuss the project with prospective bidders. The Owner will pay advertising costs outside of this contract.

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 attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

5. CONSTRUCTION ADMINISTRATION SERVICES

5.1. Construction is anticipated to be completed over three (3) construction years (FY2023 through FY 2025). 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. The Construction Management firm (selected under a separate agreement) 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 26 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.

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 (by a firm selected under a separate agreement) 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. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction



contract documents. 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. 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.

- 30% 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.
- 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
- Approved submittals to the Contractor.
- Record Plans and Specifications to the Owner and FAA.
 - One hard copy to the Owner.
- Other electronic files as requested.

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 and/or approval.
- Boundary and property survey and easement development are not included within the surveying services.
- Design related to new or existing hangars or fuel farms. The design scope ends at the face of any existing building.
- Design of fencing.
- Deliverables beyond those listed herein.
- Design of NAVAIDs, PAPIs, and the coordination of FAA Reimbursable Agreements (RAs) are not anticipated for this project.
- Design of any utility relocation not described above.
- Engineering, architectural, or other professional services beyond those listed herein.
- A Safety Risk Assessment (SRA) is not intended for this project.
- Retaining walls or other significant structural design.



- 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 Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Environmental approval (CATEX) has been received for this project.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- 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.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

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	60 Days from Agreement Execution
60% Pre-Final Design	60 Days from Receipt of 30% Preliminary Design Comments
90% Final Design	30 Days from Receipt of 60% Pre-Final Design Comments
100% Issued for Bid	15 Days from Receipt of 90% Final Design Comments



Exhibit A

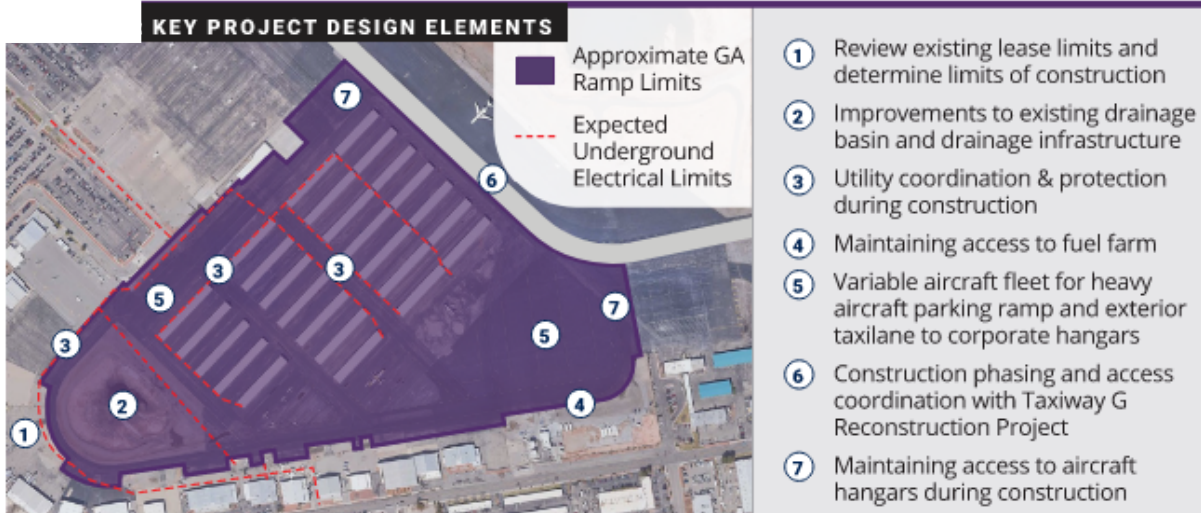


Exhibit B



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

EXHIBIT "B"

El Paso International Airport General Aviation Ramp Reconstruction

FEE SUMMARY

Title I Service	Estimated Fees
Surveys (Subconsultant)	\$ 49,350.00
Geotechnical (Subconsultant)	\$ 45,800.00
Preliminary Design	\$ 268,700.00
Pre-Final Design	\$ 339,500.00
Final Design - STAGE I (2023)	\$ 227,600.00
Final Design - STAGE II (2024)	\$ 234,900.00
Final Design - STAGE III (2025)	\$ 241,800.00
Bidding Services - STAGE I (2023)	\$ 9,800.00
Bidding Services - STAGE II (2024)	\$ 10,130.00
Bidding Services - STAGE III (2025)	\$ 10,430.00
Subtotal for Title I Service	\$ 1,438,010.00
Title II Service	Estimated Fees
Construction Administration - STAGE I (2023)	\$ 153,600.00
Construction Administration - STAGE II (2024)	\$ 158,900.00
Construction Administration - STAGE III (2025)	\$ 163,300.00
Subtotal for Title II Service	\$ 475,800.00
Total All Services	\$ 1,913,810.00

Exhibit B

El Paso International Airport General Aviation Ramp Reconstruction

Preliminary Design

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II
	\$287.00	\$222.00	\$188.00	\$160.00	\$135.00	\$149.00
	hr	hr	hr	hr	hr	hr
1. Project Administration						
Project/Subconsultant Management	2	16				
Owner Coordination	8	16				
Coordination with City Drainage	12	24				
Coordination with Utility Companies	8	20				
Tenant Lease Research/Identifying Vacant Hangars	1	4			8	
Prepare for Tenant Coordination Meetings	4	8			16	
Tenant Coordination	12	16			24	
Internal Weekly Progress Meetings (9 meetings)	9	9	9	9	9	9
Pre-Design Kickoff Meeting Preparation		2			2	
Pre-Design Kickoff Meeting	4	4				
Schedule Updates		8				
Establish Design Criteria and Parameters		2				
Develop Project Quality Control Plan	1	8	4			
Quality Control Audit	2					
Submittals to Owner/FAA		2				
Prepare for Site Visit	1	2			4	
Site Visit (3 people, 1 trip)	8	8			6	
Prepare for Report Review Meeting						
Attend Report Review Meeting (virtual)						
Prepare and Distribute Report Review Meeting Minutes and Tasks						
Subtotal - Project Administration	72	149	13	9	69	9
2. Civil Engineering						
Analyze Survey Data		2		6	24	
Analyze Geotechnical Data	2	2	8			
Utility Coordination and Review	2	8	8	16	24	
Review Existing Environmental Documentation		2				
Base Map File Setup					8	40
Record Document Review		4	8		16	
Field Investigation and Inventory of Existing Infrastructure	4				8	
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 Pond Calculations and Reporting	1	4		8	16	
Drainage Structural Design Calculations		2	8			
Conceptual Assembly Setup		4		8	24	8
Develop Fleet Mix using available data (TFMSC, 5010, etc.)		4		12		
Conceptual Typical Sections		2			16	40
Conceptual Corridor Model		2		8	24	
Conceptual Construction Safety and Phasing Plan	4	16		16	24	40
Pavement Life Cycle Cost Analysis	2	4				
Preliminary Engineer's Design Report						
Report Graphics						12
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	
Revise and Finalize Report		4		8	16	20
Final Report QC Review	4	12				
FAA Design Checklist		2				
Subtotal - CIVIL Engineering	45	150	32	154	356	304
3. Utility Engineering						
Records Research and Review			2		12	
Locate Existing Circuits			2		6	
CCR Load Calculations			1		4	
Quantities and Opinion of Probable Cost			2		8	
Preliminary Engineer's Design Report						
Electrical Notes			1		4	
Electrical Removal Plans			2		4	
Electrical Installation Plans			4		8	
Electrical Details			4		8	
Duct Bank Profiles			4		12	
Power Installation Plans			2		12	
Power and Control Diagrams			2		8	
Airport and FAA Coordination			8			
QC Review	4		8			
Draft Report			8		16	
Final Report			4		12	
Subtotal - Utility Engineering	4	0	54	0	114	0

Hours 121 299 99 163 539 313

Salary Costs \$34,727.00 \$66,378.00 \$18,612.00 \$26,080.00 \$72,765.00 \$46,637.00

SUBTOTAL - SALARIES: \$265,199.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$426.00
Postage/Freight/Courier \$150.00
Office Supplies/Equipment \$50.00
Airfare \$1,750.00
Mileage/Tolls/Parking \$250.00
Hotels \$500.00
Meals \$125.00
Rental Car \$250.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$3,501.00

SUBTOTAL: \$268,700.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$268,700.00

Exhibit B

**El Paso International Airport
General Aviation Ramp Reconstruction**

Pre-Final Design

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II
	\$287.00	\$222.00	\$188.00	\$160.00	\$135.00	\$149.00
	hr	hr	hr	hr	hr	hr
1. Project Administration						
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 Tenant Coordination Meetings	2	4			8	
Tenant Coordination	8	8			16	
Internal Weekly Progress Meetings (9 Meetings)	9	9	9	9	9	9
Schedule Updates		8				
CSPP Review Meeting (virtual)	6	12			16	
Prepare for Preliminary Plan Review Meeting	2	4			8	
Attend Preliminary Plan Review Meeting (virtual)	4	4			8	
Prepare and Distribute Preliminary Review Meeting Minutes and Tasks		1			2	
Subtotal - Project Administration	57	106	9	9	91	9
2. Civil Engineering						
Base Map Updates					16	
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	12	
Update Post-Development Flow Calculations		4		8	24	
Update Drainage Pond Calculations and Reporting		2		4	8	
FAA Design Checklist		2				
Pre-Final Plans						
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
Pavement Marking Plans	1	4		8	24	32
Pavement Marking Details		1		2		8
Cross Sections		4		8	24	60
Develop Pre-Final Construction Contract Documents	4	12				
Develop Pre-Final Technical Specifications	2	16		24		
Develop Pre-Final Supplemental Specifications	2	12				
Develop Pre-Final Quantities		4		8	24	40
Develop Pre-Final Opinions of Probable Construction Costs	2	8				
Update Engineer's Report		8			16	
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
Prepare and Submit Permanent Airspace Study		1			16	
Develop SWPPP		2		8	16	8
Subtotal - Civil Engineering	36	168	0	186	556	640
3. Utility Engineering						
CCR Load Calculations			1		4	
Pre-Final Plans						
Electrical Notes			1		4	
Electrical Removal Plans			2		4	
Electrical Installation Plans			4		8	
Electrical Details			4		8	
Duct Bank Profiles			4		12	
Power Installation Plans			2		12	
Power and Control Diagrams			2		8	
Develop Pre-Final Technical Specifications			4	12		
Develop Pre-Final Supplemental Specifications			4	8		
Develop Pre-Final Quantities			2		16	20
Develop Pre-Final Opinions of Probable Construction Costs		4	4			
Internal Quality Control (QC) Review	4	4				
Incorporate Pre-Final Owner Review Comments		2		8	20	16
Subtotal - Utility Engineering	4	10	34	28	96	36

Hours 97 284 43 223 743 685

Salary Costs \$27,839.00 \$63,048.00 \$8,084.00 \$35,680.00 \$100,305.00 \$102,065.00

SUBTOTAL - SALARIES: \$337,021.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$534.00
Postage/Freight/Courier \$170.00
Office Supplies/Equipment \$50.00
Airfare \$1,050.00
Mileage/Tolls/Parking \$150.00
Hotels \$300.00
Meals \$75.00
Rental Car \$150.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,479.00

SUBTOTAL: \$339,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$339,500.00

Exhibit B

**EI Paso International Airport
General Aviation Ramp Reconstruction**

Final Design - STAGE I (2023)

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II
	\$296.00	\$229.00	\$194.00	\$165.00	\$139.00	\$153.00
	hr	hr	hr	hr	hr	hr
1. Project Administration						
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 Tenant Coordination Meetings	2	4			8	
Tenant Coordination	8	8			16	
Internal Weekly Progress Meetings (6 Meetings)	6	6	6	6	6	6
Schedule Updates		8				
CSPP Review Meeting (virtual)	6	12			18	
Prepare for Preliminary Plan Review Meeting	2	4			8	
Attend Final Plan Review Meeting (virtual)	4	4			8	
Prepare and Distribute Final Review Meeting Minutes and Tasks		1			2	
Subtotal - Project Administration	54	103	6	6	90	6
2. Civil Engineering						
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				
Update Pre-Development Flow Calculations		2		4	8	
Update Post-Development Flow Calculations		4		8	16	
FAA Design Checklist		2				
Update Purchasing Comments	1	8			16	
Final Plans						
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
Pavement Marking Plans		2		4	8	16
Pavement Marking Details		1		2		8
Cross Sections		4		8	16	24

Exhibit B

**EI Paso International Airport
General Aviation Ramp Reconstruction**

Final Design - STAGE II (2024)

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II
	\$305.00	\$236.00	\$200.00	\$170.00	\$144.00	\$158.00
	hr	hr	hr	hr	hr	hr
1. Project Administration						
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 Tenant Coordination Meetings	2	4			8	
Tenant Coordination	8	8			16	
Internal Weekly Progress Meetings (6 Meetings)	6	6	6	6	6	6
Schedule Updates		8				
CSPP Review Meeting (virtual)	6	12			18	
Prepare for Preliminary Plan Review Meeting	2	4			8	
Attend Final Plan Review Meeting (virtual)	4	4			8	
Prepare and Distribute Final Review Meeting Minutes and Tasks		1			2	
Subtotal - Project Administration	54	103	6	6	90	6
2. Civil Engineering						
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				
Update Pre-Development Flow Calculations		2		4	8	
Update Post-Development Flow Calculations		4		8	16	
FAA Design Checklist		2				
Update Purchasing Comments	1	8			16	
Final Plans						
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
Pavement Marking Plans		2		4	8	16
Pavement Marking Details		1		2		8
Cross Sections		4		8	16	24

Exhibit B

**El Paso International Airport
General Aviation Ramp Reconstruction**

Final Design - STAGE III (2025)

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II
	\$314.00	\$243.00	\$206.00	\$175.00	\$148.00	\$163.00
	hr	hr	hr	hr	hr	hr
1. Project Administration						
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 Tenant Coordination Meetings	2	4			8	
Tenant Coordination	8	8			16	
Internal Weekly Progress Meetings (6 Meetings)	6	6	6	6	6	6
Schedule Updates		8				
CSPP Review Meeting (virtual)	6	12			18	
Prepare for Preliminary Plan Review Meeting	2	4			8	
Attend Final Plan Review Meeting (virtual)	4	4			8	
Prepare and Distribute Final Review Meeting Minutes and Tasks		1			2	
Subtotal - Project Administration	54	103	6	6	90	6
2. Civil Engineering						
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				
Update Pre-Development Flow Calculations		2		4	8	
Update Post-Development Flow Calculations		4		8	16	
FAA Design Checklist		2				
Update Purchasing Comments	1	8			16	
Final Plans						
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
Pavement Marking Plans		2		4	8	16
Pavement Marking Details		1		2		8
Cross Sections		4		8	16	24

Exhibit B

**El Paso International Airport
General Aviation Ramp Reconstruction**

Bidding Services - STAGE I (2023)

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	T-2 Technician II
	\$296.00	\$229.00	\$194.00	\$165.00	\$139.00	\$153.00
	hr	hr	hr	hr	hr	hr
1. Project Management						
Prospective bidder outreach	4					
Attend Pre-Bid Meeting	10					
Evaluate bids and recommend award	1	2			2	
Subtotal - Project Management	15	2	0	0	2	0
2 Civil Engineering						
Addendums/Inquiries	1	4			12	
Subtotal - Civil Engineering	1	4	0	0	12	0
3 Electrical Engineering						
Addendums/Inquiries						
Prepare for Pre-Bid Meeting			2		4	
Subtotal - Electrical Engineering	0	0	2	0	4	0

Hours	16	6	2	0	18	0
Salary Costs	\$4,736.00	\$1,374.00	\$388.00	\$0.00	\$2,502.00	\$0.00

SUBTOTAL - SALARIES: \$9,000.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$95.00
Postage/Freight/Courier	\$80.00
Office Supplies/Equipment	\$50.00
Airfare	\$350.00
Mileage/Tolls/Parking	\$50.00
Hotels	\$100.00
Meals	\$25.00
Rental Car	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$800.00

SUBTOTAL: \$9,800.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$9,800.00

Exhibit B

El Paso International Airport General Aviation Ramp Reconstruction

Construction Administration - STAGE I (2023) Assumed 240 Calendar Day Construction

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I
	\$296.00	\$229.00	\$194.00	\$165.00	\$139.00
	hr	hr	hr	hr	hr
1 Project Management					
Prepare for, attend, and conduct pre-construction meeting	12	10			
Weekly Progress Teleconference (35 meetings)	35	40			
Coordination with RPR	40				
Progress Meetings with Contractor/City (8 meetings)	80	40			40
Attend pre-pave meeting	8				
Subtotal - Project Management	175	90	0	0	40
2 Civil Engineering					
Material Submittal Reviews	8				40
RFI Responses	24				24
Review Change Orders	6				20
FAA and Airport Coordination	50				4
Preliminary Punchlist Meeting	12				
Final Completion Walk-through	10				
Subtotal - Civil Engineering	110	0	0	0	88
3 Electrical Engineering					
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		
Subtotal - Civil Engineering	0	0	82	0	44
Hours	285	90	82	0	172
Salary Costs	\$84,360.00	\$20,610.00	\$15,908.00	\$0.00	\$23,908.00
SUBTOTAL - SALARIES:	\$144,786.00				

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$100.00
Postage/Freight/Courier	\$39.00
Office Supplies/Equipment	\$50.00
Airfare	\$5,250.00
Mileage/Tolls/Parking	\$750.00
Hotels	\$1,500.00
Meals	\$375.00
Rental Car	\$750.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$8,814.00

SUBTOTAL: \$153,600.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$153,600.00

Exhibit B

El Paso International Airport General Aviation Ramp Reconstruction

Construction Administration - STAGE II (2024) Assumed 240 Calendar Day Construction

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I
	\$305.00	\$236.00	\$200.00	\$170.00	\$144.00
	hr	hr	hr	hr	hr
1 Project Management					
Prepare for, attend, and conduct pre-construction meeting	12	10			
Weekly Progress Teleconference (35 meetings)	35	40			
Coordination with RPR	40				
Progress Meetings with Contractor/City (8 meetings)	80	40			40
Attend pre-pave meeting	8				
Subtotal - Project Management	175	90	0	0	40
2 Civil Engineering					
Material Submittal Reviews	8				40
RFI Responses	24				24
Review Change Orders	6				20
FAA and Airport Coordination	50				4
Preliminary Punchlist Meeting	12				
Final Completion Walk-through	10				
Subtotal - Civil Engineering	110	0	0	0	88
3 Electrical Engineering					
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		
Subtotal - Civil Engineering	0	0	82	0	44
Hours	285	90	82	0	172
Salary Costs	\$86,925.00	\$21,240.00	\$16,400.00	\$0.00	\$24,768.00
SUBTOTAL - SALARIES:	\$149,333.00				

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$100.00
Postage/Freight/Courier	\$42.00
Office Supplies/Equipment	\$50.00
Airfare	\$6,000.00
Mileage/Tolls/Parking	\$750.00
Hotels	\$1,500.00
Meals	\$375.00
Rental Car	\$750.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$9,567.00

SUBTOTAL: \$158,900.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$158,900.00

Exhibit B

El Paso International Airport General Aviation Ramp Reconstruction

Construction Administration - STAGE III (2025) Assumed 240 Calendar Day Construction

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I
	\$314.00	\$243.00	\$206.00	\$175.00	\$148.00
	hr	hr	hr	hr	hr
1 Project Management					
Prepare for, attend, and conduct pre-construction meeting	12	10			
Weekly Progress Teleconference (35 meetings)	35	40			
Coordination with RPR	40				
Progress Meetings with Contractor/City (8 meetings)	80	40			40
Attend pre-pave meeting	8				
Subtotal - Project Management	175	90	0	0	40
2 Civil Engineering					
Material Submittal Reviews	8				40
RFI Responses	24				24
Review Change Orders	6				20
FAA and Airport Coordination	50				4
Preliminary Punchlist Meeting	12				
Final Completion Walk-through	10				
Subtotal - Civil Engineering	110	0	0	0	88
3 Electrical Engineering					
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		
Subtotal - Civil Engineering	0	0	82	0	44
Hours	285	90	82	0	172
Salary Costs	\$89,490.00	\$21,870.00	\$16,892.00	\$0.00	\$25,456.00
SUBTOTAL - SALARIES:	\$153,708.00				

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$125.00
Postage/Freight/Courier	\$42.00
Office Supplies/Equipment	\$50.00
Airfare	\$6,000.00
Mileage/Tolls/Parking	\$750.00
Hotels	\$1,500.00
Meals	\$375.00
Rental Car	\$750.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$9,592.00

SUBTOTAL: \$163,300.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$163,300.00

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**EPIA-GENERAL AVIATION RAMP 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.

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 “**EPIA-GENERAL AVIATION RAMP RECONSTRUCTION**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$1,913,810.00** 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 described in Attachment “A”. Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

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

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



ATTACHMENT "E"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2022

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 Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: PHONE (A/C. No. Ext): 1-800-643-9691 FAX (A/C. No): 501-377-2317 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Company (A++XV)</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America (A++XV)</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co of America (A++XV)</td> <td>25666</td> </tr> <tr> <td>INSURER D: Starr Surplus Lines Insurance Company (A XV)</td> <td>13604</td> </tr> <tr> <td>INSURER E: Tokio Marine Specialty Insurance Company (A++XV)</td> <td>23850</td> </tr> <tr> <td>INSURER F: Underwriter at Lloyd's</td> <td>AA1122000</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Company (A++XV)	25615	INSURER B: Travelers Property Casualty Co of America (A++XV)	25674	INSURER C: Travelers Indemnity Co of America (A++XV)	25666	INSURER D: Starr Surplus Lines Insurance Company (A XV)	13604	INSURER E: Tokio Marine Specialty Insurance Company (A++XV)	23850	INSURER F: Underwriter at Lloyd's	AA1122000
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INSURED Garver LLC 221 N. Kansas Street, Suite 1208 Ste. 730 El Paso TX 79901															

COVERAGES

CERTIFICATE NUMBER: 69579252

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 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	<input checked="" type="checkbox"/>		P-630-1G052988-COF-22	7/1/2022	7/1/2023	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		810-1N886537-22-43-G	7/1/2022	7/1/2023	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP-6J09853A-22-43	7/1/2022	7/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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 <input checked="" type="checkbox"/> N	N/A	UB-7K425966-22-43-G	7/1/2022	7/1/2023	<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
D	Professional Liability- Claims Made Including Pollution Liability			1000634123221	7/1/2022	7/1/2023	Each Claim \$2,000,000
E	Contractor's Pollution Liability			PPK2427376	7/1/2022	7/1/2023	Aggregate \$2,000,000
F	Maritime Employer's Liability			PSR083616	7/1/2022	7/1/2023	Occurrence & Aggregate \$2,000,000 Combined Single Limit \$1,000,000

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

See Attached
 RE: 2022-0522 Architect and Engineering Services for EPIA / Garver Project: 22A25602

CERTIFICATE HOLDER

2022-0522 Architect and Engineering Services for EPIA / Garver Project:
 22A25602
 City of El Paso
 6701 Convair Road
 El Paso TX 79925

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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ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 221 N. Kansas Street, Suite 1208 Ste. 730 El Paso TX 79901	
POLICY NUMBER P-630-1G052988-COF-22		EFFECTIVE DATE: 7/1/2022	
CARRIER Charter Oak Fire Insurance Company (A++XV)	NAIC CODE 25615		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of El Paso

ADDRESS: 6701 Convair Road El Paso TX 79925

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability per Blanket Endorsement CGD414 and Primary & Non-contributory basis by Blanket Endorsement CG2037 Includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430306 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

*** (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-COF-22 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause and includes Work within railroad by endorsement CG D3 79.

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.