

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

AGENDA DATE: July 30, 2024

PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME
AND PHONE NUMBER:** Yvette Hernandez, P.E., City Engineer
(915) 212-0065

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL: 08. Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.6. Provide Long-Term, Cost Effective, Sustainable Regional Solid Waste Solutions

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso And Wright & Dalbin Architects, Inc, A Texas Company, for a project known as "Architect & Engineering Services for the Construction of the Doniphan Citizen Collection Station" for an amount not to exceed \$413,671.00; and that the City Engineer be 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 the increased amounts are within the appropriate budgets of the project for a total amount of \$513,671.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The City of El Paso is seeking professional architect/engineering (A&E) services to provide facility design and construction administration of a new Citizen Collection Station (CCS) to be located at 4160 Doniphan Drive, El Paso Texas. Services include Schematic Design and Design Development through Construction Documents phases, Construction Administration, as well as supplementary services. The Citizen Collection Station project will consist of 3 prefabricated buildings, new roadway pavement structure, elevated dumping platform, grading and drainage, water and sewer utilities, landscape improvement among many others.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$413,671.00 – Environmental Services - Capital

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

Revised 04/09/2021

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Yvette Hernandez

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 WRIGHT & DALBIN ARCHITECTS, INC, a Texas Company, for a project known as “Architect & Engineering Services for the Construction of the Doniphan Citizen Collection Station” for an amount not to exceed \$413,671.00; that the City Engineer be 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 the increased amounts are within the appropriate budgets of the project for a total amount of \$513,671.00; 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 _____ 2024.

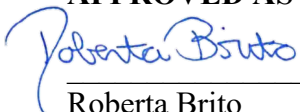
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

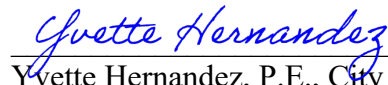
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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



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

EVALUATION COMMITTEE SCORE SUMMARY						
Solicitation #2024-021 R						
Construction of the Doniphan Citizen Collection Station						
Consultant	CASTLE DESIGN GROUP	CDA	GRX	INSITU	PARKHILL	WDA
Rater 1	75	55	64	62	72	78
Rater 2	73	63	64	63	85	83
Rater 3	78	56	64	61	76	81
Total Rater Scores	226	174	192	186	233	242
References	6.5	6.7	9.9	0	9.5	9.7
Overall Score:	232.5	180.7	201.9	186	242.5	251.7

Rankings	Consultant
1	WDA
2	Parkhill
3	Castle Design Group

Rankings	Consultant
4	GRX
5	INSITU
6	CDA

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2024 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 Wright & Dalbin Architects, Inc, a Texas Company, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Architect & Engineering Services for the construction of the Doniphan Citizen Collection Station”, 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
Attachment “F”	Federal Aviation Administration Provisions (FAA)

**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 **\$413,671.00** 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 **\$5,100,000.00**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

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

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

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

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

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

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

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

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury

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

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant’s sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

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

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY’S INDEPENDENT PROJECT MANAGERS.

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

**ARTICLE VI.
FEDERAL AND STATE PROVISIONS**

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

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


not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Cary Westin
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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 _____, 2024,
by **Cary Westin**, 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 Citizen Collection Station project will consist of the following:

- 3 prefabricated buildings
- New roadway pavement structure both typical and heavy-duty asphalt and concrete pavement
- Elevated dumping platform with concrete retaining walls
- Grading and drainage improvements with on-site ponding
- Water and Sewer utilities
- Electrical Service
- Landscape Improvements
- Rock and chain-link fencing
- 16 Roll-offs spaces:
 - 1 – scrap tires
 - 1 – scrap metal with laydown area above
 - 14 for trash/yard waste
- Covered E-waste disposal area
 - 15’ deep x 15’ wide curbed sections
 - Provide access for pickup of waste
 - 15’ covered area down the length of disposal area
 - E-waste
 - Area not curbed – level with surface of drive area
- Covered household hazardous waste (HHW) disposal area
 - 45’ wide – curbed concrete – three compartments with ramps
 - 15’ covered area down the length of HHW disposal area
 - Eyewash & Emergency shower adjacent
- Guardhouse
 - Shall include HVAC system and a unisex bathroom
 - Security cameras
 - Street light
- Designated area for public access to provide the following:
 - Roll-off for mulch
 - Compactor for recycling – compactor will be procured by ESD. Design for pickup from ground level – guides to insure proper placement each time
 - Compactor shall be placed at ground level near adjacent to parking lot and will require electrical service
- Gates
 - 30’ wide chain-link sliding gate at the CCS entrance
 - Chain-link fence throughout property as shown in attached preliminary site plan with weatherproof screen installed only around perimeter of CCS site
 - 30’ wide steel post gate at street entrance
- Concrete roll-off bays shall include:
 - Steel guides for roll-off drop-off
 - Steel stops to roll-offs
 - Set top of roll-off below top of retaining walls by 6”. Bays shall be sized to allow drivers to exit their trucks
 - Railing similar to that installed at Confederate Citizen Collection Station (3510 Confederate), with 4” steel poles
 - Footing for the retaining wall shall match concrete paving used for roll-offs to sit on to help minimize the construction time and cost

- Landscaping to meet city requirements for new construction (preferably trees along entire length of entrance road)
- Tie-ins for all utilities
- Roadways as required for access and egress from the site as shown in the attached preliminary site plan.

Scope of work subject to change based upon budget and footprint of space available, consultant should utilize past project experience and knowledge to provide an exceptional design that meets the above criteria.

A boundary survey of right-of-way shall be performed to determine available right-of-way and identify potential encroachments. Demolition will consist of removing existing sidewalk, driveways, ramps, curb and gutter, existing drainage structures (if necessary), existing vegetation and existing pavement structures.

The City of El Paso is seeking professional architect/engineering (A&E) services to provide facility design and construction administration of a new Citizen Collection Station (CCS) to be located at 4160 Doniphan Drive, El Paso Texas. Services include Schematic Design and Design Development through Construction Documents phases, Construction Administration, as well as Supplementary services. Services and their tangible products may include, but are not limited to:

- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- TDLR Registration and RAS Inspections
- Programming and Space Planning
- Geotechnical Investigation
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Feasibility Assessments
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Right-of-Way and Zoning
- Phase 1 Environmental Site Assessment
- Bid Support Services
- Construction Administration
- As-Builts and digital project records
- Other functions, assignments, and analyses as requested
- Monthly status reports on each project. Reports shall include project progression, completion, and percentages and invoices billed and paid.

Key Project Objectives

Ensure design meets state, local and federal requirements for a new Collection Center. The Collection Center shall be designed for low cost maintenance and high efficiency output for public use. Design shall meet the scope of work within the allocated budget and the established schedule.

Performance of Scope

The objective for all services shall be to provide exceptional design for El Paso. In general, the Designer of Record's tasks shall likely include:

- Assembling, coordinating, and overseeing project team of subject matter experts as required.
- Overseeing field investigations including but not limited to traffic analyses, geotechnical investigations, land surveys, and archaeological/historic resources and environmental assessments, as required.
- Producing construction and/or permit drawings and specifications so that the final documents are coordinated, complete, within budget and constructible.
- Developing schedules and monitoring schedule performance; recommending mitigation measures for delays.
- Developing budgets and monitoring budget performance, recommending measures to mitigate cost over-runs and enforce compliance of the project budget.
- Working in conjunction with the Capital Improvement Department and the respective user departments to proactively, innovatively, and successfully identify project requirements, constraints, and risks to successfully completing the project on time and within budget.
- Proactively recommending cost effective and innovative approaches to resolve issues.
- Implementing creative and innovative design / project delivery strategies to optimize space uses and connect/ with and compliment the surrounding communities/neighborhoods.
- Employing current and task-appropriate technology, presentation software, and virtual meeting platforms for the production of exceptional work. Concurrent with this expectation is that the architect's consultants follow this standard.
- Assuring that the project will support the relevant department mission, and accreditation standards, comply with best practices, and contribute to the built environment in quality of design, connectivity, and accessibility.
- Identifying opportunities in project development that tie into the strategic goals of the City.
- Performing feasibility studies, structural analysis, design analysis and other studies as required. Such studies shall require research and database creation to conduct studies and produce reports, investigations, drawings, sketches and cost estimates. Analyses shall include description of alternatives, estimates, conclusions and recommendations.
- Preparing and refining scopes, plans, specifications and cost estimates for design of buildings, structures, and similar construction.
- Providing constructability, ability to bid, and operability reviews on proposed construction projects, to cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involved in the project. The firm shall also provide prompt responses to Requests for Information (RFIs).
- Reviewing shop drawings, materials, fixtures, and equipment submittals and making recommendations for approval or disapproval.
- Live and virtual attendance and participation in regular meetings and conferences pertinent to the work. In addition to regular meetings, the A&E shall prepare for and attend periodic meetings held as requested by the City for discussion of questions and problems relating to the work being performed by the firm.
- To coordinate work with the Capital Improvement Department to resolve issues with the Environmental Services, Information Technology, and Streets and Maintenance Departments.
- Implement creative and innovative approaches to problem solving.
- Implement an effective quality assurance program.
- Ensure the project will meet the intended results.
- Develop a design schedule and enforce compliance of the project's design schedule.
- Design to budget and implement value engineering.

1 SERVICES REQUIRED

1.1 Design

Design shall meet all City requirements for the project and shall be performed in phases as presented in the section 6.0 Project Schedule below.

The consultant is responsible to submit a turnkey design product. The consultant shall be responsible to determine State of Texas licensed designers required by the State to perform this type of project design. The irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards for Outdoor Park Facilities.

Besides complying with local building codes, the consultant shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso – CID Drawing Guidelines.

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

1.2 Bidding & Construction

The consultant shall submit the following in an electronic format for bidding:

- Full and complete sealed set of drawings;
- Full and complete sealed set of technical specifications;
- Detailed scope of work;
- Detailed Lump Sum bid proposal form; and
- Detailed real world value cost estimate.

During the bidding process, the designer 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 Lump Sum contract and selection of the bidders shall be a “competitive sealed bid” selection.

During the construction phase, the designer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (request for information (RFIs))
- Providing advice and recommendation to the Owner
- Reviewing contractor technical submittals
- Attend weekly construction meetings
- Provide meeting minutes of weekly meetings
- Produce and provide “ASI”, as required
- Perform a Time Analysis
- Evaluate proposals provided by the Contractor
- Visit site once a week and provide written observation report
- Review change order requests by the Contractor. Provide a separate independent analysis and provide recommendation to the Owner.
- Prepare independent cost estimates on all change orders created by design oversights

- Review and approve project submittals and shop drawings
- Review and provide recommendations as to suitability of work
- Attend substantial and final completion walkthroughs. Participate in “punch list” inspection and provide punch list to Owner
- Produce and provide a set of reproducible (24”X36”) and electronic format “as-built” drawings.

1.3 Planning

The designer shall assist the Owner in providing schedules for obtaining utility easements, utility service lines, and other permits.

The consultant shall present design to City of El Paso Design Review Committee. The consultant shall comply with requirements set by Review Committee.

Sole sourcing will not be allowed. The consultant shall prepare both design and performance specifications.

1.4 Soils Investigation

Consultant to provide a soil investigation report for this project.

1.5 Design Analysis

The designer shall perform design analysis for each project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

1.6 Technical Specifications

The designer shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method, quality control, and quality assurance testing. The specification shall correlate with Lump Sum format. All specifications must comply with established specification standards and formats. The consultant shall provide both design and performance specifications.

1.7 ADA Compliance and Requirements

The designer shall include and comply with Americans With Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and Regulation (TDLR) requirements.

The designer shall employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The consultant shall comply with RAS design comments.

1.8 Surveys

The designer shall provide all topographic, horizontal surveys necessary to provide a complete design, to include but not limited to the following:

- Phase 1 Environmental
- Metes & Bounds
- Historical

1.9 Storm Water Pollution Prevention Plan

The designer shall prepare and provide storm water pollution prevention plan. The designer 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 Development Department for review and approval.

1.10 Utility Services and Utility Easements

Based on the design, the designer shall coordinate with all utilities that will be affected by the improvements. The designer shall submit all applications to the utilities on behalf of the City of El Paso. However the City of El Paso shall pay all utility service fees. The designer will not pull the installation of the service. The installation of the service shall be coordinated by the contractor. Construction documents shall clearly show all utility company contacts and type of service requested. All utility service requests shall be submitted by the designer by or before the construction documents are submitted for bid advertisement. The designer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The designer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date.

1.11 Utility Coordination

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies the need and extent of relocation shall be determined. If a dispute arises the consultant shall immediately setup a meeting between the CID Project Manager and the utility company to resolve the dispute. The consultant in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The consultant shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction

documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

1.12 Public Involvement

The consultant shall assist the City throughout public outreach, if needed, 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.

1.13 Private Property

If the consultant believes construction shall extend inside private property, consultant must obtain approval from City to enter private property.

1.14 Traffic and Pedestrian Control Plan

A Traffic and Pedestrian Control Plan may be required on this project. Consultant shall include under general notes that the Contractor shall submit a traffic control plan to Streets and Maintenance Department for approval at least two (2) weeks prior to commencing construction.

1.15 Construction Sequencing Plan

A construction-sequencing plan will be required on this project.

1.16 Construction Schedule

The consultant shall meet with CID Project Manager and Construction Manager to determine construction schedule. The schedule shall take in account lead delivery time of equipment. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to Proceed is issued. The information will allow consultant to prepare a current market cost estimate at the final design phase submittal.

1.17 Archeology Services

Details and requirement for archeological site are outline in the “Cultural Resources Survey and Limited Testing” document that is appended (Exhibit B) to this Request for Qualifications (RFQ).

2 PRODUCTS REQUIRED

2.1 Drawings and Specifications

2.1.1 Assessment & Concept Layout Design

During the Assessment & Concept layout design the consultant shall have thirty (30) consecutive calendar days to electronically submit the concept plan, cost estimate, and all assessment and survey results to the City for review and comment. It is required that the consultant performs all topographic, geotechnical, and horizontal surveys necessary for the project. The consultant shall meet within three (3) working days with the City of El Paso to discuss the concept plan. After meeting with the City, the consultant shall have twelve (12) consecutive calendar days to electronically submit the concept plan elevations and design criteria and details.

As part of the review by City staff the concept plan, elevations, design criteria and details, and other necessary submittals; shall be submitted for review to the commissioning agencies, City of El Paso Design Review Committee and stakeholder meetings. The consultant shall be responsible to provide all copies necessary for the review process. After comments are received by City staff, the consultant shall have twenty-one (21) consecutive calendar days to electronically submit the final revised concept plan.

2.1.2 Preliminary Design

The consultant shall submit the following preliminary design submittal:

- Coversheet and Index of drawings (90% complete)
- Horizontal Control Plan (90% complete)
- Geotechnical Survey (90% complete)
- Demolition Plan (90% complete)
- General Notes (50% complete)
- Architectural Plan and Details (50% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (50% complete)
- Structural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- IT Plan and Details (50% complete)
- Construction Notes (50% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Roadway Typical Section Details (75% complete)
- Roadway Plan and Profile Sheets (50% complete)
- Watershed Map and Surface runoff computations (50% complete)
- Illumination Plan and Details (50% complete)
- Landscape Plan (50% complete)
- Landscape Typical Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Irrigation Typical Details (75% complete)
- Signage and striping Details (40% complete)
- Outline of Specs (90% complete)
-

Upon the completion preliminary design phase, the designer shall submit the preliminary design for review and comment. If the Owner determines the submittal to be non-complaint with the above required completion percentages the designer must resubmit as per the above mentioned requirements.

2.1.3 Pre-Final Design

The consultant shall submit the following pre-final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Horizontal Control Plan (100% complete)
- Geotechnical Survey (100% complete)
- Demolition Plan (100% complete)
- General Notes (90% complete)
- Architectural Plan and Details (75% complete)
- Civil Engineering Plan and Details (75% complete)
- Mechanical and Plumbing Plan and Details (75% complete)
- Structural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- IT Plan and Details (75% complete)
- Construction Notes (90% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (90% complete)
- Grading Plan (95% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Roadway Typical Section Details (100% complete)
- Roadway Plan and Profile Sheets (75% complete)
- Special Construction Details (75% complete)
- Watershed Map and Surface runoff computations (75% complete)
- Illumination Plan and Details (75% complete)
- Landscape Plan (95% complete)
- Landscape Typical Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Irrigation Typical Details (100% complete)
- Special Irrigation Details (75% complete)
- Signage and striping Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

Upon the completion pre-final design phase, the designer shall electronically submit the pre-final design documents for review and comment. If the Owner considers the submittal to be non-compliant with the above required completion percentages the designer must resubmit as per the above mentioned requirements.

2.1.4 Final Design

The consultant shall submit the following final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Horizontal Control Plan (100% complete)
- Geotechnical Survey (100% complete)
- Demolition Plan (100% complete)
- General Notes (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Engineering Plan and Details (100% complete)
- Mechanical and Plumbing Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- IT Plan and Details (100% complete)
- Construction Notes (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Roadway Typical Section Details (100% complete)
- Roadway Plan and Profile Sheets (100% complete)
- Special Construction Details (100% complete)
- Watershed Map and Surface runoff computations (100% complete)
- Illumination Plan and Details (100% complete)
- Landscape Plan (100% complete)
- Landscape Typical Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation Typical Details (100% complete)
- Special Irrigation Details (100% complete)
- Signage and striping Details (100% complete)
- Outline of Specs (100% complete)
- Technical Specification (100% complete)

Upon the completion final design phase, the designer shall electronic ally submit the final design documents for review, comments, and approval. If the Owner considers the submittal as non-compliant with the above required completion percentages the designer must resubmit as per the above mentioned requirements.

2.1.5 Bidding and Construction

For bidding purposes the consultant shall submit a PDF and AutoCAD files of the sealed construction drawings, sealed technical specifications, scope of work, and Lump Sum bid proposal form.

Before bid opening consultant shall provide PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised Lump Sum bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the consultant shall provide a PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised Lump Sum bid proposal form, and written bid clarifications.

During construction project the consultant shall produce and provide a 24”X36” electronic format “as-built” drawings.

2.2 Cost Estimates

The designer shall develop and submit the construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The designer’s final estimate shall take into account escalation factors and all labor costs that shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council as well as the current market for materials and equipment.

2.3 Design Analysis

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

2.4 Reproduction

The designer shall be responsible for printing for the different phases and for code review requirements.

3 GENERAL REQUIREMENTS AND CRITERIA

- 3.1** Design must meet all applicable City Codes and Ordinances.
- 3.2** Design must meet all applicable ESD & DoITS Codes and Ordinances.
- 3.3** Design must comply with Engineering & Construction Management Guidelines.
- 3.4** Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
- 3.5** The designer shall submit all redlines to the owner when plan submittals are due.

4 OTHER CONSIDERATIONS

- 4.1** Work to be coordinated with the El Paso – CID, ESD, Streets and Maintenance Department, and all affected stakeholders.
- 4.2** Design shall follow City of El Paso Information Services and Communication Department requirements for computer and telephone systems, if applicable.

5 REQUEST FOR PROPOSAL BREAKDOWN

All services described under Design, Bidding, and Construction will be considered Basic Services. The consultant shall submit a detailed cost proposal based on contract and after agreed negotiations, a purchase order will be opened.

6 PROJECT SCHEDULE

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, public involvement (if needed), and owner’s review time as follows:

Assessment & Concept Phase	45 consecutive calendar days
Preliminary Design Phase:	60 consecutive calendar days
Pre-Final Design Phase:	60 consecutive calendar days
Final Design Phase:	15 consecutive calendar days
Bid Phase (Signed and Sealed)	15 consecutive calendar days

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



February 7th , 2024

To: City of El Paso, Capital Improvement Department
Attn: Yvette Hernandez, PE City Engineer
218 N. Campbell
El Paso, Texas 79901

**RE: ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
SOLICITATION #2023-021R
CONSTRUCTION OF THE DONIPHAN CITIZEN COLLECTION STATION
DONIPHAN DRIVE
EL PASO TEXAS**

REVISED PROPOSAL

Dear Mrs. Hernandez,

We are pleased to propose architectural and engineering services for the Construction of the Doniphan Citizen Collection Station, off Doniphan Drive in El Paso, Texas.

Our office submitted via email on January 18th the following documents as requested:

Hourly Rate Schedule
Form 1295
Detailed General Administration Overhead Multiplier & Profit Markup
Certificate of Insurance
Texas Certificate of Fact
Signed House Bill 793
Point of Contact Form

The following is the Detailed Proposal including scope of services and cost associated.

PROJECT UNDERSTANDING

We understand the project involves planning, design and construction administration services for a new Citizen Collection Station (CCS) on an approximately 4.35 acres (189,000 sf) site with an approximate 1400 linear-foot driveway to be connected off Doniphan Drive in accordance with El Paso Water Utility Land Management Map attached.

WDA has based our team's scope and fee proposal on this EPWU conceptual layout and other information discussed during a meeting with Mr. Martinez, CID Project Manager on January 16th.

As per meeting with CID Project Manager, we reviewed the CCS on Confederate Drive for general understanding of general program to complement the description from the Solicitation No 2024-021R.

The project encompasses various planning and pre-design tasks. These include managing an existing historic site, necessitating an Avoidance Redesign and an Antiquity Permit. Additionally, it involves addressing

adjacent wetlands and a botanical park, securing a permit from the Texas Department of Transportation (TxDOT) for access via Doniphan, a state highway, and undertaking a Detailed Site Development review process, potentially escalating to the CPC level. Furthermore, involvement from the US Army Corps of Engineers (USACE) might be required due to the proximity of the wetlands and possible Section 404 permit needs under the Clean Water Act, which we haven't included at this time.

The proposal includes:

Parkway and minimum Landscape required by code along access road.

3 prefabricated buildings:

- Main approx. 4,000 sq ft with IT rooms, restroom and large open space with preparation for computers at some locations.
- Guardhouse, conditioned with a restroom and small office.
- Covered E-waste disposal areas. 15' X15'
- Covered household hazardous waste area.

Elevated dumping platform with 16 roll-off spaces for truck below and above for public access.

Designated area for public access for Roll-off much and compactor for recycling.

Rockwall and chain-link with weather-proof screen fences with 30' chain-link sliding gate.

Grading Plan and on- site ponding

Utility connections for water, sewer, electrical service.

SCOPE OF SERVICES

Our work will consist of the following drawings and phases:

Assessment & Concept Layout Design Phase

Immediately after notice to proceed we will start the various site surveys to establish the project scope and land area as follows:

- Master Surveying Plan (30-acre area)
- Boundary Survey (30-acre area)

We will review and assess existing conditions to implement the EPWU layout including the following data:

- Historic site areas (using Avoidance by Redesign)
- Utilities availability
- Tx DOT access drive standards
- Wetlands and USACE potential requirements with EPWU
- Zoning, Plat and Detailed Site Development Plan requirements

We will provide conceptual site plan, floor plans, elevations, cost estimate, and design criteria report for review by the City of El Paso CID and other stakeholders.

Preliminary Design Phase:

Based on the Owner's approval of the Assessment & Conceptual Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Preliminary Design Documents for Owner's review and approval. The Preliminary Design Documents will illustrate and describe the development of the approved Conceptual Design Documents and consist of drawings and other documents, including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, civil, landscape, and such other elements as may be appropriate. The Preliminary Design Documents will also include technical specifications that identify major materials and systems, and generally establish their quality levels.

Detailed Site Development Plan: We will prepare and submit the proposed Detailed Site Development which includes proposed site plan, code analysis, and exterior elevation as early in this phase as possible.

Pre-Final Design

Based on the Owner's approval of the Preliminary Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Pre-Final Documents for the Owner's review and approval.

Final Design

Based on the Owner's approval of the Pre-Final Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, we will prepare Final Documents for the Owner's review and approval.

Bidding and Negotiation Phase

We will assist with various tasks, including responding to RFI from potential bidders, participating in a pre-bid conference, and preparing addendums as needed. We understand as per Solicitation document that the project will be advertised as a Lump Sum contract, with bidder selection based on a "competitive sealed bid" approach.

Construction Administration

During the construction phase, our assistance will be on a time and materials basis, including but not limited to:

- Responding to all contractor questions (RFIs).
- Providing advice and recommendations to the Owner.
- Reviewing contractor technical submittals.
- Attending and documenting weekly construction meetings.
- Producing "ASI" as required and performing time analysis.

- Evaluating contractor proposals.
- Independently analyzing and advising on contractor change order requests.
- Preparing cost estimates for design oversight-related change orders.
- Approving project submittals and shop drawings.
- Assessing suitability of work.
- Participating in substantial and final completion walkthroughs, including "punch list" inspections.
- Providing reproducible and electronic format "as-built" drawings.

We have reviewed the proposed timeline provided in our award package and have proposed a few modifications for your review, while maintaining the desired completion dates. We will work hard to remain within the parameters of both cost and duration.

This schedule is not taking into account the time for compliance with Section 404 from the Clean Water Act (CWA) or any other requirement from USACE. This will need to be assessed during the assessment and conceptual design phase in coordination with EPWU.

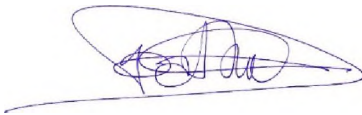
INFORMATION

The following documents have been attached, and further define this proposal:

- Workplan with Proposed Lump Sum Fee
- Additional Scope of Service and Fees associated if needed for reference
- Detailed Design Schedule
- Exhibit A:
 - EPWU Land Management Project Map
 - Geotechnical estimated borings
 - Zoning map
 - Detailed site development plan application

Thank you for this opportunity. We look forward to establishing a working relationship with the City of El Paso Capital Improvement Department.

Sincerely,



Frederic P. Dalbin
Principal

City of El Paso - Capital Improvement Department

Fee Proposal for Architectural and Engineering Services

Project:

Doniphan Citizen Collection Station

Design Professional: WDA

Basic Service Fixed Fee Proposal (hourly breakdown enclosed):

Summary of Basic Services: Based on highlighted area of scope on attached EPWU plan - see for additional information

1.0 Base Services

Includes the following tasks:

1.01 Architectural Services

Design	\$95,746	
Building information modeling	included	
Detailed Site Plan Process	\$7,500	
Multiple preliminary designs	\$5,500	
Graphic project renderings at SD and CD phases	\$2,000	
Construction Administration - Architect	\$30,476	
As-Designed Record drawings -Architect	\$7,500	
Coordination of Owner's consultants - Architect	\$2,500	
Total Architectural		\$151,222

1.02 Structural Engineering Design and CA \$18,500

1.03 MPE Design and CA \$21,996

1.04 Civil Engineering Design (no CA) \$33,753

1.06 Landscaping Design (no CA) \$7,500

Total Engineering \$81,749

Subtotal Basic Services (included in Fixed Fee) \$232,971

Specialty Consultants *

2** Archeologist & Cultural Resource (allowance design & construction phase)	Versar	\$30,000
2.1 * Archeologist construction daily monitoring if needed	Versar	\$1,199
3.0 Phase 1 Environmental Allowance	CECI	\$7,500
4.0 Cost Estimating Consultant by allowance for CD Phase	3p	\$12,000
5.0 Geotechnical Consultant & Reports by allowance (10 borings)	CQC	\$20,000
Subtotal Estimated Specialty Consultants		\$39,500 \$30,000

Surveying, Platting and Master Drainage

6.0 Master Surveying Plan (aerial/satellite 30-acre)	SLI	\$16,560
6.1 Boundary Survey (30-acre)	SLI	\$6,540
6.2 Improvement, Topographic and Boundary Survey (6 acres + 30' all around)	SLI	\$12,240
6.3* Topographic and Improvement Survey (30-acre)	SLI	\$16,560
6.4 * Subdivision Process (Preliminary/Final Plat) 30-acre	SLI	\$10,600
6.5 * Master Drainage Study (60-acre)	SLI	\$16,600
6.5 * Traffic Impact Analysis if required	SLI	\$26,600
Subtotal Reimbursable Services		\$35,340 \$70,360

Estimated Reimbursable Expenses:

7.0 Fees allowance for securing approvals of authorities having jurisdiction	\$4,000
8.0 Reproduction of documents for design reviews	\$1,500
9.0 Courier services, handling and delivery	TBD
Subtotal Estimated Expenses (not included in Fixed Fee)	\$5,500

Total Architectural & Engineering Fee + Specialty Consultants & Surveys with Subdivision Processes

\$313,311 \$100,360

* This scope of work may not be required - providing a cost for budgeting only at the time

***Additional Considerations, Clarifications or Exclusions**

- 10.0 We have based our fees on the attached **El Paso Water Land Management Property Location Map**. This map shows an approximate 4.34 acres area for the CCS with a 1400 lft drive (30' wide) from Doniphan to the site crossing two (2) EPWU easements. It is our understanding that EPWU is agreeable to these easements crossings and that the entire 30-acre property is owned by the City of El Paso.
- 11.0 **Avoidance by Redesign:** The access road (Kappa Rd) shown on the plat will have to be redesigned to circumvent the preservation main core area (41EP494). Preservation of this area should be enhanced by erecting fencing around the 0.50 acre core during construction. The fee shown on the proposal is providing for Antiquity Permit, Reporting and Curation requirements. CCS scope doesn't include any other considerations for historic treatment other than Antiquity Permit by Avoidance in accordance with EPWU Map attached. Site monitoring is provided as a daily fee which will depend on the final design.
- 12.0 Sustainable Design practices will be implemented in the project but no fees are included to provide additional analysis, studies, design or applications for certification as LEED or other sustainable or energy efficient rating.
- 13.0 This project may require a Permit related to **Section 404 from the Clean Water Laws**, Regulations, and Executive Orders of the Clean Water Act (CWA). This permit regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Preparing and processing such a permit with the US Army Corps of Engineers might have an adverse effect on the schedule and the budget for this project. Our team with SLI Engineering inc will prepare a proposal to process this permit if required. We believe that EPWU should have some information and insight on this issue.

DONIPHAN CITIZENS COLLECTION CENTER

ARCHITECTURAL FEE BREAKDOWN

Personnel Classification	Hourly Rate	Phases											
		Assessment & Conceptual Layout Design Phase		Preliminary Design		Pre-Final Design		Final Design		Bidding		Construction Administration	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal Architect	\$193	10	\$1,930	15	\$2,895	15	\$2,895	35	\$6,755	5	\$965	15	\$2,895
Registered Architect	\$161	15	\$2,415	24	\$3,864	25	\$4,025	50	\$8,050	10	\$1,610	15	\$2,415
Project Manager	\$129	5	\$645	10	\$1,290	10	\$1,290	25	\$3,225	10	\$1,290	50	\$6,450
Construction Administrator	\$112	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	153	\$17,136
Architectural Intern	\$84	81	\$6,804	122	\$10,248	120	\$10,080	280	\$23,520	5	\$420	5	\$420
CAD Technician	\$67	50	\$3,350	75	\$5,025	75	\$5,025	170	\$11,390		\$0		\$0
Clerical	\$58	5	\$290	5	\$290	5	\$290	5	\$290	10	\$580	20	\$1,160
Totals		166	\$15,434	251	\$23,612	250	\$23,605	565	\$53,230	40	\$4,865	258	\$30,476

TOTAL FEE \$151,222

DONIPHAN CITIZENS COLLECTION CENTER

MPE ENGINEER FEE BREAKDOWN

Personnel Classification	Hourly Rate	Phases													
		Assessment & Conceptual Layout Design Phase		Preliminary Design		Pre-Final Design		Final Design		Bidding		Construction Administration			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Principal	\$195	2	\$390	2	\$390	2	\$390	2	\$390	2	\$390	2	\$390	16	\$3,120
Professional Engineer	\$175	2	\$350	3	\$525	3	\$525	3	\$525	2	\$350	2	\$350	10	\$1,750
Sr. Designer	\$129	2	\$258	2	\$258	2	\$258	2	\$258	0	\$0	0	\$0	0	\$0
EIT Engineer	\$112	3	\$336	5	\$560	5	\$560	5	\$560	0	\$0	0	\$0	0	\$0
Designer	\$84	9	\$756	15	\$1,260	15	\$1,260	10	\$840	0	\$0	0	\$0	0	\$0
CAD Technician	\$67	10	\$670	15	\$1,005	15	\$1,005	10	\$670	1	\$67	1	\$67	0	\$0
Administration	\$58	2	\$116	2	\$116	2	\$116	2	\$116	2	\$116	2	\$116	30	\$1,740
Totals		30	\$2,876	44	\$4,114	44	\$4,114	34	\$3,359	7	\$923	56	\$6,610	TOTAL FEE \$21,996	

DONIPHAN CITIZENS COLLECTION CENTER

STRUCTURAL ENGINEER FEE BREAKDOWN

Personnel Classification	Hourly Rate	Phases											
		Assessment & Conceptual Layout Design Phase		Preliminary Design		Pre-Final Design		Final Design		Bidding		Construction Administration	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal	\$300	1	\$300	2	\$600	1	\$300	2	\$600	1	\$300	4	\$1,200
Project Manager	\$175	3	\$525	6	\$1,050	6	\$1,050	9	\$1,575	2	\$350	6	\$1,050
Project Engineer	\$150	3	\$450	6	\$900	6	\$900	9	\$1,350	0	\$0	10	\$1,500
BIM Manager	\$125	3	\$375	6	\$750	6	\$750	9	\$1,125	0	\$0	0	\$0
Clerical	\$50	2	\$100	2	\$100	2	\$100	2	\$100	5	\$250	17	\$850
Totals		12	\$1,750	22	\$3,400	21	\$3,100	31	\$4,750	8	\$900	37	\$4,600
												TOTAL FEE \$18,500	

DONIPHAN CITIZENS COLLECTION CENTER

CIVIL ENGINEER BREAKDOWN

Personnel Classification	Hourly Rate	Phases													
		Assessment & Conceptual Layout Design Phase		Preliminary Design		Pre-Final Design		Final Design		Bidding		Construction Administration			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Principal Engineer	\$275	1	\$275	1	\$275	1	\$275	1	\$275	0	\$0	0	\$0	0	\$0
Project Engineer	\$266	2	\$532	6	\$1,596	6	\$1,596	6	\$1,596	0	\$0	0	\$0	0	\$0
Project Manager	\$170	2	\$340	6	\$1,020	6	\$1,020	6	\$1,020	4	\$0	12	\$2,040	12	\$1,992
Engineer Assistant II	\$166	2	\$332	2	\$332	2	\$332	0	\$0	0	\$0	12	\$1,992	12	\$1,512
Engineering Assistant I	\$126	4	\$504	15	\$1,890	15	\$1,890	15	\$1,890	0	\$0	12	\$1,512	0	\$0
Administration	\$96	6	\$576	30	\$2,880	30	\$2,880	30	\$2,880	0	\$0	0	\$0	0	\$0
	\$89	6	\$534	5	\$445	5	\$445	6	\$534	0	\$0	0.5	\$45		
Totals		23	\$3,093	65	\$8,438	65	\$8,438	64	\$8,195	4	\$0	36.5	\$5,589		

TOTAL FEE \$33,753

DONIPHAN CITIZENS COLLECTION CENTER

LANDSCAPE FEE BREAKDOWN

Personnel Classification	Hourly Rate	Phases											
		Assessment & Conceptual Layout Design Phase		Preliminary Design		Pre-Final Design		Final Design		Bidding		Construction Administration	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal	\$150	2	\$300	5	\$750	5	\$750	5	\$750	0	\$0	0	\$0
CAD Technician	\$75	2	\$150	20	\$1,500	20	\$1,500	20	\$1,500	0	\$0	0	\$0
Clerical	\$50	1	\$50	1	\$50	2	\$100	2	\$100	0	\$0	0	\$0
Totals		5	\$500	26	\$2,300	27	\$2,350	27	\$2,350	0	\$0	0	\$0

TOTAL FEE \$7,500



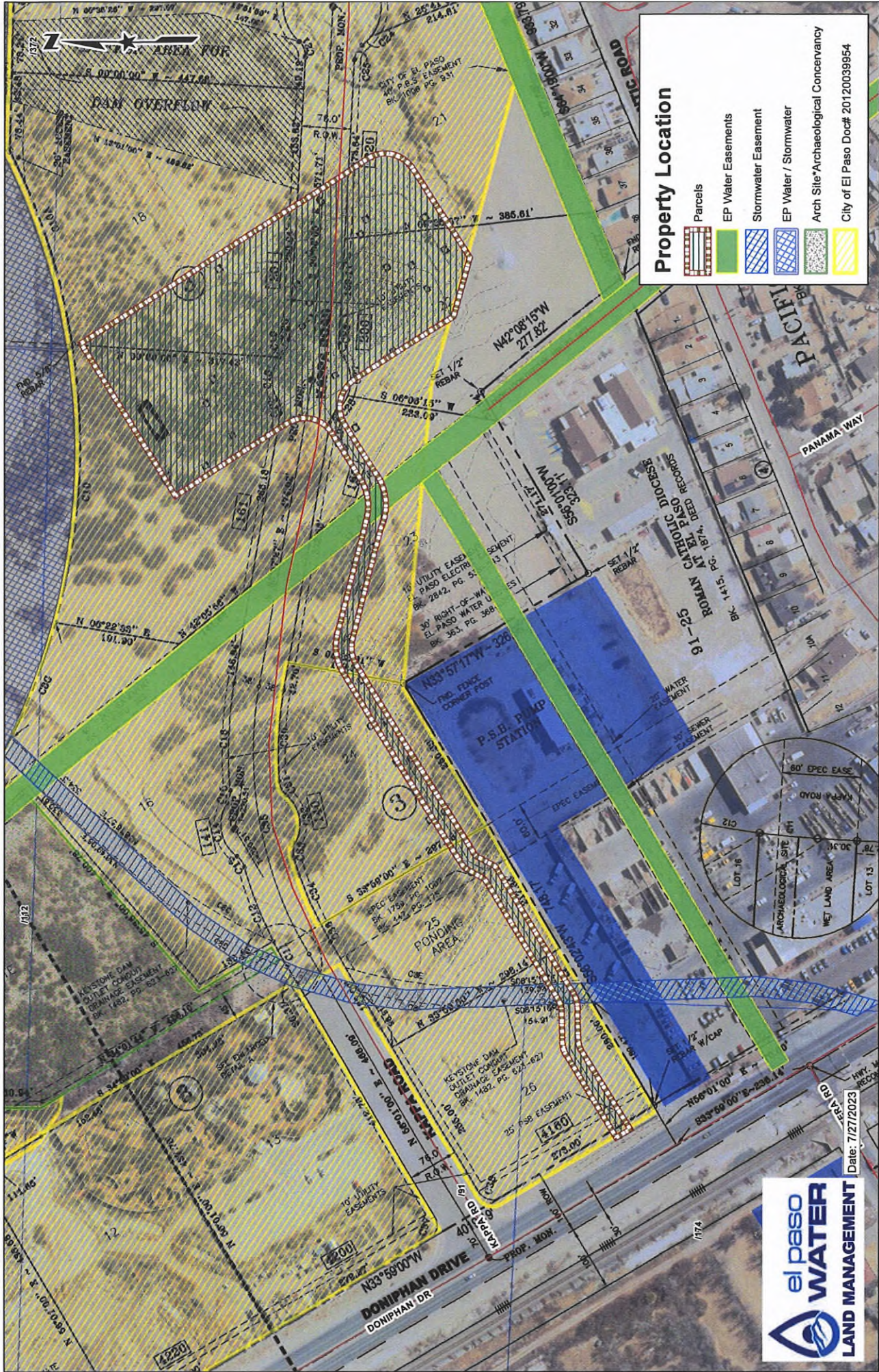
WRIGHT & DALBIN ARCHITECTS, INC

**Doniphan Citizen Collection Station
Design & Construction Schedule**

DESIGN PHASES	Phase Start Date	Submission or Completion Date	Duration			
Project Est Start	8/5/24					
Assessment & Concept Phase						
Concept and Survey	8/5/24 Mon	10/4/24	60	calendar days	8	weeks
Owner review and revised dwgs	10/4/24 Fri	10/19/24	15	calendar days	2	weeks
Preliminary Design Phase						
Preliminary Design	10/21/24 Mon	12/20/24	60	calendar days	8	weeks
SHPO Antiquity Permit App	11/18/24 Mon	12/18/24	30	calendar days	4	weeks
Detailed site plan app and approval	12/20/24 Fri	4/19/25	120	calendar days	17	weeks
Owner review and revised dwgs	12/23/24 Mon	1/13/25	21	calendar days	3	weeks
SHPO Revisions	12/19/24 Thu	1/18/25	30	calendar days	3	weeks
Tx Dot Application	1/13/25 Mon	4/13/25	90	calendar days	12.8	weeks
Pre-Final Design Phase						
Pre-final design	1/14/25 Tue	2/13/25	30	calendar days	4	weeks
Owner review and revised dwgs	2/16/25 Sun	3/2/25	14	calendar days	2	weeks
Final Design Phase						
Final Design	3/3/25 Mon	3/24/25	21	calendar days	2	weeks
Owner review and revised dwgs	3/25/25 Tue	4/8/25	14	calendar days	1.5	weeks
City permit approval	3/26/25 Wed	5/5/25	40	calendar days	4	weeks
Bidding & Procurement Phase						
Bidding and Negotiation	5/6/25 Tue	10/3/25	150	calendar days	21.4	weeks
Construction Phase						
Full Project Construction	10/13/25 Mon	10/13/26	365	calendar days	52	weeks

*** DISCLAIMER**
The schedule does not take into account requirements of agencies such as FEMA and USACE. These requirements may or may not apply to this project.

Date Prepared 6/26/2024
by Frederic Dalbin
Principal Architect

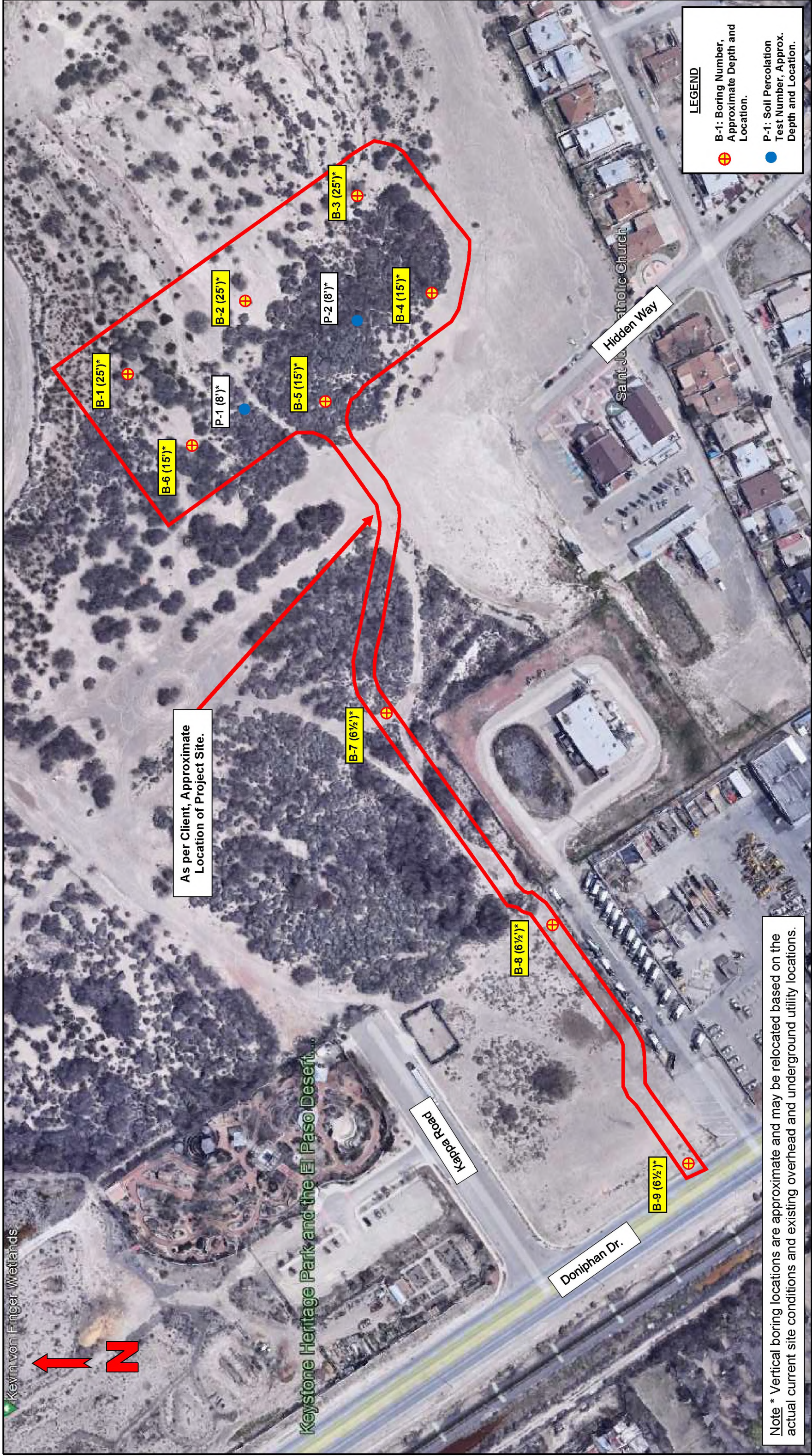


Property Location

- Parcels
- EP Water Easements
- Stormwater Easement
- EP Water / Stormwater
- Arch Site / Archaeological Concavity
- City of El Paso Doc# 20120039954

Date: 7/27/2023





Kevin von Finger Wetlands



As per Client, Approximate Location of Project Site.

Keystone Heritage Park and the El Paso Desert

Kappa Road

Doniphan Dr.

Hidden Way

Saint Joseph Catholic Church

Client: Wright and Dabin Architects

CQC Proposal No. PGCQC24-003

Scale: NTS

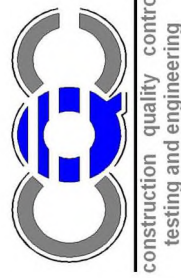
Date: 01/25/2024

Check by: JR

Sheet 1

General Geotechnical Subsurface Exploration Boring Location Aerial Plan

CoEP – Doniphan Citizen Collection Station Project
 Doniphan Drive and Kappa Road
 El Paso, El Paso County, Texas





HOURLY FEE RATES

Architectural Staff

<u>Title</u>	<u>Hourly Rate</u>
Principal Architect	\$193.00
Registered Architect	\$161.00
Project Manager	\$129.00
Construction Administrator	\$112.00
Architectural Intern	\$84.00
CADD Technician	\$67.00
Clerical	\$58.00

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

For the “**Architect & Engineering Services for the Construction of the Doniphan Citizen Collection Station** ” 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

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

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

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

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

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

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

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

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

BIDDING PHASE

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

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

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

CONSTRUCTION PHASE

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

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

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

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

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

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

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

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

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

RESIDENT PROJECT SERVICES

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

ATTACHMENT "D" **PAYMENT SCHEDULE**

For the project known as "**ARCHITECT & ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE DONIPHAN CITIZEN COLLECTION STATION**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$413,671.00** 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 "B". 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2023

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 JOHN MICHAEL PRICE 7351 REMCON CIR EL PASO TX 79912-1617	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED WRIGHT & DALBIN ARCHITECTS, INC. 2112 MURCHISON DR EL PASO TX 79930-1102	INSURER A: Nationwide Assurance Company	NAIC # 10723
	INSURER B: Nationwide Mutual Insurance Company	NAIC # 23787
	INSURER C: Colonial County Mutual Insurance Company	NAIC # 29262
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____		ACP BP01 3077651503	07/17/2023	07/17/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		ACP BA01 3077651503	07/17/2023	07/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		ACP CU01 3077651503	07/17/2023	07/17/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Employee dishonesty coverage is provided under the above mentioned businessowners policy with a limit of \$50,000 for 13 employees. Employment-related practices liability coverage is provided under the above mentioned businessowners policy with a limit of \$50,000. Waiver of subrogation applies per form PB0497. Waiver of subrogation is automatically provided where required by written contract per form CA 04 44.

CERTIFICATE HOLDER**CANCELLATION**

WRIGHT & DALBIN ARCHITECTS, INC.
 2112 MURCHISON DR
 EL PASO, TX 79930-1102

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

DAMON CROSSLAND

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ATTACHMENT "F"
FEDERAL AVIATION ADMINISTRATION PROVISIONS (FAA)

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

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

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

A. GENERAL REQUIREMENT FOR CONTRACT

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

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

B. FAILURE TO COMPLY

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

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

C. CONTRACT PROVISIONS

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

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

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

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

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

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

BUY AMERICAN CERTIFICATION

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

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

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

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

Certificate of Buy American Compliance for Total Facility

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

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

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

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

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

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

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

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

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

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

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

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

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

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

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

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

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

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

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

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

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

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

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

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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

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

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

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

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

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

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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

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

16. TEXTING WHEN DRIVING (all contracts)

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

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