

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

DEPARTMENT: Capital Improvement

AGENDA DATE: March 16, 2021

CONTACT PERSON/PHONE: Sam Rodriguez, City Engineer, (915) 212-1808

DISTRICT(S) AFFECTED: All

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

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the **CITY OF EL PASO** and **RS&H, INC.**, a Florida Corporation, for a project known as “**EL PASO INTERNATIONAL AIRPORT RUNWAY 8R-26L REHABILITATION**”, for an amount not to exceed Six Hundred Seventy Thousand Fifteen and 21/100 Dollars (\$670,015.21); and That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed Seven Hundred Twenty Thousand Fifteen and 21/00 Dollars (\$720,015.21); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

BACKGROUND / DISCUSSION:

The El Paso International Airport is designing pavement improvements that will remove and replace the asphalt on Runway 8R-26L to the Federal Aviation Administration current design standards, also included are a portion of the exits from Taxiways T, S, U, and V. Removal and replacements of edge lights, electrical conduit installation and new guidance signs will also be included.

RS&H, Inc. was selected with the City approved A/E Selection process and they are recommended as the most qualified consultant. The A/E Selection summary is attached.

SELECTION SUMMARY:

Solicitation was advertised on September 2, 2020. The email with Request for Qualifications (RFQ) notification was sent out on September 2, 2020. Four (4) Statements of Qualification were received; three (3) were from local firms.

PROTEST

No protest received for this requirement.

Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? Yes or Not Applicable (Routine)

If yes, select the applicable districts.

District 1

District 2

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

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$670,015.21 – FAA CARES Match, AIP/Grant Funds, Airport Enterprise

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Jerry DeMuro/for

Sam Rodriguez, 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 **RS&H, INC.**, a Florida Corporation, for a project known as **“EL PASO INTERNATIONAL AIRPORT RUNWAY 8R-26L REHABILITATION”**, for an amount not to exceed Six Hundred Seventy Thousand Fifteen and 21/100 Dollars (\$670,015.21); and

That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed Seven Hundred Twenty Thousand Fifteen and 21/00 Dollars (\$720,015.21); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

APPROVED THIS _____ **DAY OF** _____ **2021.**


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT



Samuel Rodriguez, 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# 2020-1521R
ENGINEERING SERVICES - RUNWAY 8R-26L REHABILITATION

	AECOM	GARVER	PARKHILL, SMITH & COOPER	RS&H
Rater #1	67	84	79	80
Rater #2	50	64	61	66
Rater #3	73	83	82	86
Total Score	190	231	222	232

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2021 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 **RS&H, INC.**, a Florida Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform Professional Design Services for the project known as “**EL PASO INTERNATIONAL AIRPORT RUNWAY 8R-26L REHABILITATION**”, hereinafter referred to as the “**Project**”, as further described in **Attachments “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
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform design services for the Project as professional consultant 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 City Design Standards for Construction in effect on the execution date of this Agreement in the performance of the services requested under this Agreement, unless conflicting with FAA guidelines. 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 **SIX HUNDRED SEVENTY THOUSAND FIFTEEN AND 21/100 DOLLARS (\$670,015.21)** for applicable 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 applicable basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$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 construction budget for the Project allocates is nine million and 00/100 dollars (\$9,000,000.00), 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 ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

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

**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, if applicable to the Services.

Specifically, and not in limitation of the foregoing, if applicable to Consultant’s Services, 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 applicable 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 in the same geographic location and at the same times, 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 shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 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

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 FORCE MAJUERE. Should Services be delayed at any time during the period of this Agreement due to changes ordered in the Services by Owner, by labor disputes, fire, unavoidable casualties, pandemic, epidemic, public health emergency, or any causes beyond the Consultant's control, or by other causes which the Owner determines may justify the delay, then an extension for performance of this Agreement will be granted to Consultant by Owner through written mutual agreement.

(Signatures Begin on Following Page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Tomás González
City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2021,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures Continue of Following Page)

**ATTACHMENT “A”
SCOPE OF SERVICES**

EL PASO INTERNATIONAL AIRPORT



Runway 8R-26L Rehabilitation Design, Bidding, and Construction Administration Services

PROJECT PROPOSAL / SCOPE OF WORK

RS&H Project No: 223071000



RS&H, Inc.
13750 San Pedro Ave. Suite 300
San Antonio, Texas 78259
210-224-2800

TBPE Registration. No. F-3401

PROJECT PROPOSAL / SCOPE OF WORK

This scope of work describes the services to be provided by RS&H, Inc. (“Consultant”) to the El Paso International Airport (“EPIA” or “Client”) for professional design, bidding, and construction administration services of the Runway 8R-26L Rehabilitation (“Project”) in the City of El Paso, Texas (“City”), including project schedule and project fees.

1. Project Description

The project generally consists of the scope elements listed below. The project scope elements and project area are as depicted in Figure 1.

- Rehabilitation of Runway 8R-26L asphalt surface, including the mill and overlay of the asphalt surface to existing grades (with verification of Federal Aviation Administration (“FAA”) grade criteria and potential minor grade corrections) – shown in green in Figure 1
- Rehabilitation of Runway 8R-26L concrete surface, including joint seal / crack repair of the concrete surface – shown in orange in Figure 1
- Runway (asphalt section) shoulder rehabilitation, including a seal coat of the existing asphalt pavements – shown in purple in Figure 1
- Runway (concrete section) shoulder rehabilitation, Runway End 26L blast pad rehabilitation, and Taxiway W and Taxiway L (extension) shoulder rehabilitation, including a seal coat of the existing asphalt pavements – shown in yellow in Figure 1
- Convert Runway 8R-26L edge lights and signage from incandescent to LED
 - Associated existing infrastructure (light cans, cable / conduit to remain in place to extent possible)
 - Includes evaluation of a conversion of taxiway edge lights / signs from incandescent to LED (though taxiway edge lights / signs will likely remain as incandescent)
- Rehabilitation of Taxiways T, S, U, and V, including the mill and overlay of the asphalt surface to existing grades (with verification of FAA grade criteria and potential minor grade corrections) – shown in green in Figure 1
 - Includes evaluation and design (as additive alternate) of reconstruction of Taxiways T, S, U, and V in concrete (to current delineation of asphalt/concrete pavement near holding position markings)
- Widening of Taxiways T, S, U, and V to meet current FAA geometry requirements (asphalt pavement section) – shown in dark blue and cyan in Figure 1
 - Includes evaluation and design (as additive alternate) of widened pavement in concrete
 - Includes runway shoulder reconstruction where necessary to meet FAA geometry requirements
 - Includes replacement of associated runway and taxiway edge lights, signage, and cable / conduit where necessary to meet FAA geometry requirements



Figure 1 Project Area

The anticipated construction budget is approximately \$9 million, as identified by the Client. The project will be designed with additive alternates for flexibility in award.

The Project will include the design and documentation of the following components:

- General coordination
- Project phasing
- Safety and security
- Dimensional control
- Boring layout
- Site plan
- Existing conditions
- Demolition requirements
- Geometric layout of proposed taxiway pavements
- Paving plan and elevation grids
- Pavement profiles and cross sections
- Site grading and drainage
- Joint and crack repair in concrete pavements
- Drainage area maps
- Drainage calculations (excluding modeling)
- Relocation of drainage elements affected by taxiway pavement widenings
- Runway grooving
- Pavement markings
- Utility relocations
- Runway and taxiway lighting and signage

- Erosion control and Stormwater Pollution Prevention (“SWPPP”) Best Management Practices (“BMPs”)
- Revegetation of disturbed areas
- Project details and element descriptions, as necessary
- Site-specific Construction Safety Phasing Plan (“CSPP”)
- Site-specific Construction Management Program (“CMP”)
- Permit Coordination
- FAA and Tenant Coordination

There are utilities within the project limits that will potentially be impacted by the project, such as gas, FAA communication cables, FAA electrical, and EPIA electrical.

The Consultant will comply with all local, state, and federal building codes. The Project components will be evaluated and generally designed to meet the following FAA Advisory Circulars (“AC”), latest published edition at time of contract execution, as applicable, including (but not limited to):

- *FAA AC 150/5300-13, Airport Design*
- *FAA AC 150/5300-18, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*
- *FAA AC 150/5320-5, Surface Drainage Design*
- *FAA AC 150/5320-6, Airport Pavement Design and Evaluation*
- *FAA AC 150/5340-1, Standards for Airport Markings*
- *FAA AC 150/5340-18, Standards for Airport Sign Systems*
- *FAA AC 150/5340-30, Design and Installation Details for Airport Visual Aids*
- *FAA AC 150/5370-2, Operation Safety on Airports During Construction*
- *FAA AC 150/5370-10, Standards for Specifying Construction of Airports*

All Project drawings will be prepared in AutoCAD format.

Resident Project Representative (“RPR”) services, Construction Materials Testing (“CMT”) services, and construction verification surveys, are not included as part of this proposal.

This scope of work assumes that all proposed tasks will be constructed in one (1) project. There is significant overlap between design items in each task, and the fee proposal reflects that. Any deviations from these assumptions once notice has been given to the Consultant to begin the work of this contract may require a change to the Project scope and additional fees.

Deletion of a task(s) or the requirement for additional work not specifically included herein will require re-evaluation of the proposed design fees.

2. Project Elements

The following is a listing of elements of the design project, representative of all project elements listed in Section 1 (Base Design Components and Additive Alternate Design Components):

- Data Collection and Site Inspection
 - The Consultant will obtain and review record drawings associated with the project site, as may be available from the Client.
 - The Consultant will obtain and review applicable design standards. The project will be evaluated and designed to meet the current requirements of the FAA and City. If standards conflict, the most stringent standard will govern.

- The Consultant will visually inspect the project area and document overall visible conditions as part of the design.
- The Consultant will conduct a topographic survey of the necessary survey controls and location of all visible site elements. The Consultant will prepare an accurate three-dimensional model of the existing ground elevations. Topographic survey is anticipated to be completed daytime operations.
- The Consultant will conduct a geotechnical exploration program including fourteen (14) borings to a depth of ten (10) feet within the proposed development area. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, soluble sulfate content, and unconfined compression strength testing. The actual laboratory program will depend upon the type of soils encountered. The geotechnical exploration is anticipated to be completed daytime operations.
- No subsurface utility engineering (SUE) services are included in this proposal. The intent will be to locate all utilities via review of record drawings and topographic survey of visible site elements. The Contract Documents will require the Contractor to perform any recommended test hole verifications.
- The Consultant will provide an overview of existing conditions and required demolition necessary for the proposed development.

→ General

- The Consultant will provide general drawings for the Project (Cover Sheet, Sheet Index, General Notes, Dimensional Control Plans, Boring Layout Plan, etc.) in accordance with the applicable design standards.

→ Geometrics and Site Design

- The Consultant will provide the geometric design of the taxiway pavements. The Consultant will utilize *FAA AC 150/5300-13, Airport Design* to establish criteria, latest published edition at time of contract execution.
- The Consultant will perform the grading design for the site.
- The Consultant will provide design pavement markings required for the site in accordance with *FAA AC 150/5340-1, Standards for Airport Markings*, latest published edition at time of contract execution.

→ Pavement Design

- The Consultant will provide taxiway pavement strength and material design recommendations in accordance with the FAA's *FAARFIELD 1.42* standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation* design guidelines, latest published edition at time of contract execution. The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants, as necessary, to determine the appropriate aircraft fleet mix to be used in the taxiway pavement design.
- The Consultant will provide pavement profiles and cross sections for the affected pavements.
- The Consultant will provide the design for a mill and overlay of the existing runway asphalt pavement. The proposed surface will generally be designed to match existing grades (with

verification of FAA grade criteria and potential minor grade corrections). This project is intended to be a “maintenance” project and is not intended to strengthen the pavement or increase capacity; therefore, the runway pavement rehabilitation will be a consistent depth mill (removal) and overlay (replacement) and will not be designed to meet the FAA’s *FAARFIELD 1.42* standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation* design guidelines. The Consultant will utilize *FAA AC 150/5300-13, Change 1, Airport Design*, latest published edition at time of contract execution, to establish grade criteria.

- The Consultant will design pavement grooving for the runway pavement.
- A joint seal and crack repair recommendation will be provided for concrete pavements.

→ Airfield Lighting and Signage

- The Consultant will provide the design for the removal and replacement of airfield lighting and signage of Runway 8R-26L and to accommodate the modified geometry of Taxiways S, T, U, and V in accordance with applicable FAA design guidelines.

→ Drainage Design

- The Consultant will complete the site-specific drainage design for the proposed development. Drainage design will be developed for the extent of the development boundary, limited to the infield areas immediately upstream and downstream of the runway shoulders and each taxiway construction area and bound by surrounding pavements. The design will include storm sewer layout, sizing, and calculations of pre- and post-development flows from the site, utilizing the Rational Method ($Q=CiA$). The Consultant will utilize *FAA AC 150/5320-5D, Surface Drainage Design* and the City’s *Drainage Criteria Manual* to establish criteria. The design will include, as applicable, a drainage plan, profiles, details, and pre- and post-development drainage maps. Any required upstream and/or downstream modifications or improvements beyond the limits of the site are excluded from this scope of work.
- Detention, including but not limited to subsurface detention is excluded from this scope of work.
- Drainage modeling is excluded from this scope of work.
- No underdrains are anticipated to be installed for new / rehabilitated pavements. Underdrain design is excluded from this scope of work.

→ SWPPP / Erosion Controls

- The Consultant will prepare applicable SWPPP drawings for the Contractor to use in procurement of the necessary stormwater construction permits. A detailed SWPPP report along with Contractor preferred BMPs, the Notice of Intent (“NOI”), the Notice of Termination (“NOT”), and any submission to the Texas Commission on Environmental Quality (“TCEQ”) will be prepared by others and is excluded from this scope of work.
- The Consultant will submit the SWPPP drawings to the City Planning and Inspections Department for review and approval.
- The Consultant will research BMPs and propose a revegetation method that prevents future erosion of graded areas within the project limits.

→ Phasing / Safety and Security

- The Consultant will review and analyze the following: potential impacts to safety and operational safety associated with aviation related areas; Airport Operations Area (“AOA”) ingress/egress routes; aircraft movement areas; coordination; markings; signage; construction staging areas; vehicles crossing active pavements procedures; Notices to Airmen (“NOTAMs”); jet blast-prop-wash safety; night-time construction lighting; dust control; hauling of debris; and equipment parking.

→ Utility Coordination and Design

- The Consultant will design necessary utility relocations with the intent to minimize without compromising design standards. Existing utility crossings may include, but are not limited to, gas, FAA communication cables, FAA electrical, and EPIA electrical.
- The Consultant will meet with all affected utility companies to discuss the proposed design. Based on these coordination meetings and correspondence, the need and extent of relocations will be determined. If a dispute arises, the Consultant will immediately schedule a meeting between the City Project Manager and the utility company to resolve the dispute.
- The Consultant will notify the City of El Paso of any utilities that will require relocation.
- Construction documents will clearly show all existing and proposed utility lines and utility company contacts.
- The Consultant will obtain and submit utility clearance letters from each of the affected utility companies.

→ Permitting

- National Environmental Policy Act (“NEPA”) documentation has previously been completed for this Project. The NEPA documentation for the Project was completed by the Client’s staff. No additional NEPA documentation is included in this scope of work.
- The preparation and submittal of the Notice of Proposed Construction or Alteration (FAA Form 7460-1) for the Project to the FAA for Obstruction Evaluation / Airport Airspace Analysis (“OE/AAA”) is excluded from this scope of work.
- The Consultant will submit required documents to the City Planning and Inspections Department for review and approval during the final design phase with the intent to obtain approval from the City Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Consultant will follow up the review and approval process with the City Planning and Inspections Department and will pick up approved documents and store them in a safe place. The Consultant will not be responsible for pulling a construction permit; this will be completed by others and is excluded from this scope of work.
- No other permits are anticipated for this Project. No other permits than those specifically included in this scope will be coordinated or applied for by the Consultant.

→ Construction Administration Phase Services

- The Consultant will participate in thirty-three (33) weekly construction progress meetings.
- The Consultant will respond to all questions from the contractor submitted as Request for Information (RFI).
- The Consultant will provide advice and recommendations to the Client.

- The Consultant will review the Contractor’s technical submittals.
 - The Consultant will review proposed contract changes and provide cost impact analysis.
 - The Consultant will make six (6) site visits throughout the project duration to observe project progress and verify conformance with construction documents.
 - The Consultant will participate in a Substantial Completion Inspection and provide a punch list to the Client.
 - The Consultant will participate in a Final Inspection and provide a punch list to the Client.
- Closeout Phase Services
- The Consultant will produce and provide electronic format (CAD and PDF) “as-builts” drawings.
 - The Consultant will conduct an as-built survey of the necessary project elements in accordance with *FAA AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System Standards*.
 - The Consultant will input final topographical survey data into AGIS in accordance with *FAA AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System Standards*.

3. Basic Services

The Consultant will provide the following services, representative of all project elements listed in Section 1 (Base Design Components and Additive Alternate Design Components):

TASK 1 PRELIMINARY DESIGN PHASE SERVICES

Task 1.01 Perform Project Initiation / Setup

The Consultant will complete the necessary Project initiation and documentation setup in order to appropriately manage the Project.

Task 1.02 Perform Data Collection and Research

The Consultant will collect and review available data related to the project area and the proposed improvements. The Consultant will review the Client’s files and records to determine relevant information for the Client’s staff to provide such as previous design drawings, existing permits, boundary surveys, development concepts and drawings, surveys, and geotechnical investigation reports. The Client will provide copies of all pertinent documents including CAD drawings, when available, to the Consultant in a timely manner to allow the project to move ahead efficiently.

The Consultant will identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities, as required.

The Consultant will also research BMPs to revegetate any disturb areas in the projects that are applicable to the Region and prevent future erosion. The chosen method of revegetation will be shown in the Site Restoration drawings found in the project documents.

Task 1.03 Perform Geotechnical Investigation

The Consultant will collect, review, compile, and summarize available data related to the Project. The Consultant will conduct a geotechnical exploration program including Fourteen (14) borings to a depth of ten (10) feet within the proposed development area.

The Consultant will provide a taxiway pavement strength and material design recommendation following FAA pavement design guidelines. Runway pavement rehabilitation will be a consistent depth mill (removal) and overlay (replacement) and will not be designed to meet the FAA's *FAARFIELD 1.42* standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation* design guidelines.

The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants, as necessary, to determine the appropriate aircraft fleet mix to be used in the pavement design.

The geotechnical investigation will be performed by LEC Engineering, Inc. ("LOI"). LOI's proposal and scope of work for these services has been included in Attachment E. All geotechnical investigation work is anticipated to be completed daytime operations.

Task 1.04 Obtain Design Topographical Survey

The Consultant will review available land survey and topographic survey data and develop a site survey scope of work. The Consultant will coordinate and review with the survey subconsultant such items as: specific surveying limits; geometric criteria required for topography, profiles and cross-sectional survey of existing project areas, above and below ground utilities and existing site improvements; horizontal and vertical control; airfield access/security requirements and surveying schedule.

The following survey efforts are anticipated:

- Cross section / topographic survey of the proposed runway and taxiway pavement areas and surrounding areas.
- Locate existing underground utilities.
- Provide three (3) horizontal and vertical control points for the project area within 1,000 feet of project site.

The Consultant will compile the existing survey, utility, and record drawing information and develop existing conditions CAD base sheets of the project areas. The data will be layered onto different drawings as required for the construction drawings. All survey data will be provided to the Client in PDF and AutoCAD Civil 3D format.

Topographical design surveys will be performed by Brock & Bustillos, Inc. ("B&B"). B&B's proposal and scope of work for these services has been included in Attachment F. All topographic survey work is anticipated to be completed daytime operations.

Task 1.05 Prepare Preliminary Design Documents

The Consultant will prepare Preliminary Design Documents (drawings, Engineer's report, project manual, and EOPC). The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates will be developed for bidding to correspond to available budgets.

An anticipated list of drawings is included in Attachment C.

The project manual in this phase will consist of technical specifications and referenced documents, which may include a Report of Geotechnical Exploration, applicable FAA ACs, and any applicable permitting

requirements. Contract documents, a site-specific CSPP, and a site-specific CMP will be included in the project manual in subsequent phases.

The Consultant will prepare an Engineer's Report generally consisting of a description of the scope of the project, evaluation of design elements, evaluation of design standards, evaluation of applicable requirements of governmental authorities having jurisdiction, evaluation of conceptual schematic layouts and geometric requirements, evaluation of environmental concerns, pavement design recommendations, analysis of the geotechnical investigation, evaluation of preliminary safety and phasing concepts, the Consultant's (Engineer's) Opinion of Probable Construction Cost ("EOPC"), preparation of a preliminary construction schedule, relevant exhibits to clearly indicate the considerations involved, alternatives available to the Client, and the Consultant's findings and recommendations.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

The civil design components will be performed by RS&H and B&B. B&B's proposal and scope of work for civil services has been included in Attachment G.

The electrical design components will be performed by Ferguson Consulting, Inc. ("FCI"). FCI's proposal and scope of work for these services has been included in Attachment D.

The project will be designed with additive alternates for flexibility in award.

Task 1.06 Perform In-House Quality Control Review – Preliminary Design Documents

The Consultant will conduct an in-house quality control review of the Preliminary Design Documents prior to submittal to the Client and FAA.

Task 1.07 Submit Preliminary Design Documents

The Consultant will review all in-house quality control review of the Preliminary Design Documents and incorporate applicable comments into the Preliminary Design Documents. The Consultant will then submit and distribute copies of the Preliminary Design Documents to the Client and FAA for review, comment, and approval to proceed with preparation of Pre-Final Design Documents. Distribution quantities of the Preliminary Design Documents will be as noted in the DELIVERABLES section of this Proposal.

Task 1.08 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

→ Pre-Design Conference

The Consultant will coordinate and attend one (1) pre-design/kick-off meeting with the Client and various subconsultants to discuss and solidify (to the extent feasible) the project scope, budget, schedule, concept, coordination requirements, design features, design constraints, design parameters, local conditions, communication channels, submittals, responsibilities, and other related items.

The Consultant will prepare minutes of the pre-design conference and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

→ **Site Investigation**

The Consultant will coordinate and attend one (1) site investigation meeting with the Client and various subconsultants to review and document the visible conditions of the project site.

The Consultant will prepare minutes of the site investigation and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held at EPIA and will require travel by the Consultant.

→ **Design Development / Coordination Meetings**

To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, FAA, stakeholders, EPIA users, other consultants, and other tenants. Three (3) meetings have been anticipated.

The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

→ **Utility Coordination Meetings**

To further the design with respect to utility design, Utility Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, and utility owners. Two (2) meetings have been anticipated.

The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. One (1) meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

One (1) meeting is anticipated to be held at EPIA or City offices and will require travel by the Consultant.

→ **Coordination Meetings with Concurrent Airfield Projects**

The Consultant will conduct and attend two (2) coordination meetings to review project phasing with the Client and other consultants working on adjacent airfield projects.

The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

→ **Preliminary Design Documents Review Meeting**

The Consultant will coordinate and attend one (1) Preliminary Design Documents review meeting with the Client, FAA, and other attendees, as applicable, to receive comments and direction regarding the Preliminary Design Documents.

The Consultant will prepare minutes of the Preliminary Design Documents review meeting and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

Task 1.09 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client and FAA to discuss Project progress.

TASK 2 PRE-FINAL DESIGN PHASE SERVICES

Task 2.01 Incorporate Preliminary Design Review Comments

The Consultant will review all comments received from the Client's authorized representative(s) from the preliminary design submittal reviews and incorporate applicable comments into drawings, project manual, Engineer's report, and EOPC. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 2.02 Prepare Pre-Final Design Documents

The Consultant will prepare Pre-Final Design Documents (drawings, project manual, Engineer's Report, and EOPC). The design will evaluate and identify specific elements of the Project for a technically and economically sound project, with applicable additive alternates included for bidding to correspond to available budgets.

An anticipated list of drawings is included in Attachment C.

The project manual will consist of:

- Contract Documents (to be provided by the Client and incorporated by the Consultant);
- Bid Proposal;
- Technical specifications;
- Site-specific CSPP;
- Site-specific CMP; and
- Referenced documents, which may include a Report of Geotechnical Exploration, applicable FAA ACs, and any applicable permitting requirements.

The Consultant will prepare a site-specific CSPP in conformance with *FAA AC 150/5370-2, Operational Safety on Airports during Construction*, latest published edition at time of contract execution. *Paragraph 103.a* defines the parameters for a CSPP. It is anticipated that a CSPP is required since this project will impact the AOA. *Paragraph 103.a* states:

"A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP)... As per (FAA) Order 5200.11, FAA Airports (ARP) Safety Management System (SMS), such projects do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight... However, extraordinary

circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA’s Safety Risk Management procedures...”

Safety Risk Management System (“SRM”) panels and Safety Assessment reporting are not included as part of this proposal.

The Consultant will prepare a site-specific CMP for the Project in conformance with *FAA AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects*, latest edition, that will be used to ensure that construction meets or exceeds the minimum standards required by the Design Documents. The CMP will identify key contacts and their responsibilities throughout construction of the project. The CMP will be included as an attachment to the project manual.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant’s EOPCs are made on the basis of the Consultant’s professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant’s EOPC.

The civil design components will be performed by RS&H and B&B. B&B’s proposal and scope of work for civil services has been included in Attachment G.

The electrical design components will be performed by Ferguson Consulting, Inc. (“FCI”). FCI’s proposal and scope of work for these services has been included in Attachment D.

The project will be designed with additive alternates for flexibility in award.

Task 2.03 Perform In-House Quality Control Review – Pre-Final Design Documents

The Consultant will conduct an in-house quality control review of the Pre-Final Design Documents prior to submittal to the Client, the City, and FAA.

Task 2.04 Submit Pre-Final Design Documents

The Consultant will review all in-house quality control review of the Pre-Final Design Documents and incorporate applicable comments into the Pre-Final Design Documents. The Consultant will then submit and distribute copies of the Pre-Final Design Documents to the Client, the City, and FAA for review, comment, and approval to proceed with preparation of Final Design Documents. Distribution quantities of the Pre-Final Design Documents will be as noted in the DELIVERABLES section of this Proposal.

Task 2.05 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

→ Design Development / Coordination Meetings

To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, FAA, stakeholders, EPIA users, and other tenants. Two (2) meetings have been anticipated.

The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

→ **Utility Coordination Meetings**

To further the design with respect to utility design, Utility Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, and utility owners. One (1) meeting has been anticipated.

The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

→ **Coordination Meetings with Concurrent Airfield Projects**

The Consultant will conduct and attend one (1) coordination meeting to review project phasing with the Client and other consultants working on adjacent airfield projects.

The Consultant will prepare minutes of this meeting and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

→ **Pre-Final Design Documents Review Meeting**

The Consultant will coordinate and attend one (1) Pre-Final Design Documents review meeting with the Client, FAA, and other attendees, as applicable, to receive comments and direction regarding the Pre-Final Design Documents.

The Consultant will prepare minutes of the Pre-Final Design Documents review meeting and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

Task 2.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team’s efforts including assembly and coordination of all documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client and FAA to discuss Project progress.

TASK 3 FINAL DESIGN PHASE SERVICES

Task 3.01 Incorporate Pre-Final Review Comments

The Consultant will review all comments received from the Client’s authorized representative(s) from the pre-final design submittal reviews and incorporate applicable comments into drawings, project manual, Engineer’s Report, and EOPC. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 3.02 Prepare Final Design Documents

The Consultant will prepare Final (sealed) Design Documents (drawings, project manual, Engineer's Report, and EOPC). The design will evaluate and identify specific elements of the Project for a technically and economically sound project, with applicable additive alternates included for bidding to correspond to available budgets.

An anticipated list of drawings is included in Attachment C.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

Task 3.03 Perform In-House Quality Control Review – Final Design Documents

The Consultant will conduct an in-house quality control review of the Final Design Documents prior to submittal to the Client and FAA.

Task 3.04 Submit Final Design Documents

The Consultant will review all in-house quality control reviews of the Final Design Documents and incorporate applicable comments into the Final Design Documents.

The Consultant will then submit and distribute copies of the Final Design Documents. Distribution quantities of the Final Design Documents will be as noted in the DELIVERABLES section of this Proposal. Comments requesting changes to the Final Design Documents after this submittal will be performed under a change order for additional time and cost, unless due to an error or omission by the Consultant.

Task 3.05 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

→ Design Development / Coordination Meetings

To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, FAA, stakeholders, EPIA users, and other tenants. One (1) meeting has been anticipated.

The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

Task 3.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation. The Consultant

will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

TASK 4 BIDDING PHASE SERVICES

Task 4.01 Provide Bidding Assistance

The Consultant will assist in advertising for and obtaining bids or proposals for the Project. This includes coordination and preparation of pre-bid meeting agenda documents and presentation and any other documents required for the bidding process.

Task 4.02 Respond to Bidder / Contractor Inquiries

The Consultant will provide formal responses to Bidder / Contractor inquiries.

Task 4.03 Issue Addenda

The Consultant will issue addenda as appropriate to clarify, correct, or change the bidding documents.

Task 4.04 Evaluate Bids

It is understood that the City Purchasing Department will conduct the bid opening and the Consultant will not be required to attend the bid opening. After the bid opening, Bidder / Contractor bids will be provided to the Consultant by the Client for evaluation. The Consultant will develop a tabulation of all bids received and provide evaluation of such, checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc., and make recommendations of award based solely on apparent low bidder. The Consultant cannot and does not guarantee that bids will not vary from the EOPC.

Task 4.05 Meetings / Presentations

To further the bidding efforts, various meetings are anticipated throughout the bidding process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

→ Pre-bid Conference

The Consultant will attend and conduct a Pre-bid Conference. This meeting is anticipated to be held at EPIA and will require travel by the Consultant.

Task 4.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client and FAA to discuss Project progress.

TASK 5 CONSTRUCTION PHASE SERVICES

The services anticipated to be provided after commencing the Construction Phase are as follows:

Task 5.01 Prepare Conformed Construction Documents

The Consultant will prepare and provide Conformed Construction Documents, incorporating all appropriate modifications made via addenda during the bidding process. The Conformed Construction Documents will be used as the basis of construction.

Task 5.02 Review Contractor Submittals, Shop Drawings, and Samples

The Consultant will review and approve (or take other appropriate action) upon the submittals, shop drawings, samples, and other submissions furnished by the Contractor and submitted to the Consultant by the Client. The Consultant will maintain a log of all Contractor submittals which will include the date submitted to the Consultant, the action taken, and the date returned.

The Consultant will evaluate Contractor proposals and substitutions and recommend to the Client to either approve or disapprove the Contractor's proposal or substitution. Consultant reviews of Contractor proposals and substitutions is limited to an initial review and, if necessary, one (1) revision review of each Contractor proposal or substitution. Additional reviews may require a change to the Project scope and additional fees.

Task 5.03 Provide Clarifications and Interpretations

The Consultant will prepare and provide design clarifications, interpretations, and recommendations to assist the Client in resolving field problems relating to construction. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Conformed Construction Documents. The Consultant may issue, as appropriate, revised drawings and/or specifications authorizing minor variations from the requirements of the Conformed Construction Documents. This work is limited to the content and scope of the Conformed Construction Documents. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the Project scope and additional fees.

Task 5.04 Prepare Change Orders and Work Change Directives

The Consultant will consult with and advise the Client regarding potential changes orders and / or supplemental agreements. The Consultant will prepare change order and / or supplemental agreement drawings and/or specifications, as directed by the Client. This work is limited to the content and scope of the Conformed Construction Documents. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the Project scope and additional fees.

Task 5.05 Review Independent Testing Laboratory Reports

The Consultant will review any reports of inspections, tests, and approvals of samples, materials, and equipment prepared by an independent testing laboratory and provide appropriate professional interpretation thereof.

Task 5.06 Meetings / Presentations

To further the construction progress and coordinate efforts, various meetings are anticipated throughout the construction process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

→ **Pre-Construction Conference**

The Consultant will attend one (1) pre-construction conference. Representatives of the Consultant's civil and electrical design team will be present at the pre-construction conference. It is understood that the Client's Construction Manager will conduct this meeting and RS&H will attend as a support role. This meeting is anticipated to be held at EPIA and will require travel by the Consultant.

→ **Weekly Construction Progress Meetings**

The Consultant will attend weekly construction progress meetings with the Client, the Contractor, and / or others, as necessary, to coordinate construction efforts, review construction progress, and discuss any necessary topics to further facilitate the ongoing construction project. Representatives of the Consultant's civil and electrical design team will be present for the teleconferences. Thirty-three meetings (33) have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

→ **Periodic Site Visits**

The Consultant will, in connection with observations of the work of the Contractor while it is in progress, make visits to the construction site at intervals appropriate to the various stages of construction as the Client deems necessary in order to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the Conformed Construction Documents. After attending a periodic site visit, the Consultant will prepare a written field report to the Client to advise of any deviation from the Conformed Construction Documents observed by or brought to the attention of the Consultant. The Consultant will additionally make written reports of recommendations to the Client regarding any work completed by the Contractor that the Consultant has determined to be defective, that will not produce a completed Project generally conforming to the Conformed Construction Documents, and / or that will prejudice the integrity of the design concept of the completed Project as a functioning whole. This Proposal includes six (6) site visits to be performed by the Consultant, not including Final Inspection. These site visits / meetings will be held at EPIA and will require travel by the Consultant. It is assumed these meetings will be scheduled to coincide with other on-site (pre-pave meetings for example).

The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, environmental compliance, or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the Conformed Construction Documents.

→ **Substantial Completion Inspection**

The Consultant will attend one (1) Substantial Completion Inspection with the Client, the Contractor, and other governmental authorities to determine if construction work has been completed in general conformance with the Conformed Construction Documents and prepare a punchlist of visually non-conforming items and un-completed items of work. Representatives of the Consultant's civil and electrical design team will be present at the Substantial Completion Inspection. This meeting will be held at EPIA and will require travel by the Consultant.

→ **Final Inspection**

The Consultant will attend one (1) Final Inspection with the Client, the Contractor, and other governmental authorities to determine if the punchlist items from the Substantial Completion Inspection have been appropriately completed. Representatives of the Consultant's civil and electrical design team will be present at the Final Inspection, as necessary. This meeting will be held at EPIA and will require travel by the Consultant.

Task 5.07 General Administration of the Construction Contract

The Consultant will consult with the Client with respect to the project design components throughout construction of the Project.

This task will include providing oversight of project components designed by the Consultant; general correspondence by the Consultant with the Client, the Contractor, the City, the RPR, and other governmental authorities, as needed; coordination of meetings with the Client, the Contractor, the City, the RPR, and other governmental authorities; Project reporting; and project record keeping.

The Consultant will manage the Project in a professional manner to complete the efforts within the proposed time frame. This task includes scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the Consultant's efforts, including assembly and coordination of all documentation.

The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the Conformed Construction Documents.

The anticipated construction duration is 260 calendar days, based on a preliminary construction schedule prepared by the Consultant. Construction is anticipated to commence in FAA Fiscal Year 2022 (approximately summer of 2022). Any deviation from these assumptions may require a change to the Project scope and additional fees.

TASK 6 CLOSEOUT PHASE SERVICES

The services anticipated to be provided after commencing the Closeout Phase are as follows:

Task 6.01 Prepare Closeout Documents

The Consultant will prepare Project Record Drawings, corrected to show significant changes made in the work during the construction of the project. Such corrections will be based upon as-built prints, drawings, field sketches and other data furnished to the Consultant by the Client, and upon change orders issued during construction.

The Consultant will prepare an updated airfield marking and signage plan update for FAA Part 139 inspections.

Task 6.02 Meetings / Presentations

For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

→ **Warranty Inspection**

The Consultant will attend one (1) Warranty Inspection with the Owner, City, Contractor, RPR, and other governmental authorities prior to the expiration of the warranty period. The Consultant will advise the Owner and Contractor of any recommended action to be taken under the terms of the warranty. This meeting will be held at EPIA and will require travel by the Consultant.

Task 6.03 Coordinate Contractor As-Built Survey and AGIS Upload

The Consultant will require the Contractor to conduct an as-built survey of the necessary project elements in accordance with *FAA AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System Standards*.

The Consultant will utilize the survey data provided by the Contractor to upload post construction topographic data to AGIS in accordance with *FAA AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System Standards*.

4. Deliverables

The Consultant will prepare Design Documents for distribution to the parties as noted below at the distribution quantities as noted below. Deliverables will be as follows for each phase:

→ Preliminary Design Submittal

- Five (5) complete 11" x 17" plan sets, five (5) project manuals, five (5) Engineer's Reports, and five (5) copies of the EOPC for Client review
- Two (2) complete 11" x 17" plan sets, two (2) project manuals, and two (2) copies of the EOPC for FAA review
- Digital copies (PDF) of the Preliminary Design Documents to both the Client and FAA

→ Pre-Final Design Documents Submittal

- Five (5) complete 11" x 17" plan sets, five (5) project manuals, five (5) Engineer's Reports, and five (5) copies of the EOPC for Client review
- Two (2) complete 11" x 17" plan sets, two (2) project manuals, and two (2) copies of the EOPC for FAA review
- One (1) complete 11" x 17" plan set for City permit review
- Digital copies (PDF) of the Pre-Final Design Documents to both the Client and FAA

→ Final Design Documents Submittal

- Five (5) complete 11" x 17" plan sets, five (5) project manuals, five (5) Engineer's Reports, and five (5) copies of the EOPC for the Client
- Two (2) complete 11" x 17" plan sets, two (2) project manuals, and two (2) copies of the EOPC for the FAA
- Digital copies (PDF) of the Final Design Documents to both the Client and FAA
- Digital copies (CAD) of final design files for the Client
- Digital copies (Word) of final scope of work and bid proposal for the Client
- Digital copies (PDF) of Consultant documented quality assurance design review

- Closeout Documents Submittal
 - Digital copies (PDF) of the Closeout Documents to both the Client and FAA.
 - Digital copies (CAD) of as-built files for the Client.

5. Schedule

The Consultant proposes to perform the services as noted herein in accordance with the following anticipated schedule:

- | | |
|--|--|
| → Pre-Design Conference | 7 days from NTP |
| → Topographical Survey | 60 days from Pre-Design Conference |
| → Geotechnical Investigation | 60 days from Pre-Design Conference |
| → Preliminary Design Documents Submittal | 60 days from Pre-Design Conference |
| → Preliminary Design Documents Review | 14 days from Submittal |
| → Pre-Final Design Documents Submittal | 30 days from Preliminary Design Review |
| → Pre-Final Design Documents Review | 14 days from Submittal |
| → Final Design Documents Submittal | 30 days from Pre-Final Design Review |
| → Final Design Documents Review | 14 days from Submittal |
| → Bidding | as necessary |
| → Construction Administration | 260 days from construction NTP |

In order to meet the proposed schedule above, the Consultant must receive the following information from the Client, or others as required. This information must be received within the timeframe noted with respect to the NTP in order to not jeopardize the proposed schedule.

- Airfield record drawings and/or as-builts (at NTP)

Delays to the proposed design schedule outside of the Consultant's control will require re-evaluation of the proposed schedule and / or design fees.

6. Professional Fees

The proposed fee for this Project is as shown in Attachment A.

Design and bidding services will be completed on a lump sum basis. Construction Administration services will be completed on a time and materials basis. An RS&H hourly rate schedule is included in Attachment B.

The Consultant understands the DBE goal for this Project is 3.0%. The Consultant will utilize Ferguson Consulting, Inc. for the airfield electrical modifications to meet the DBE goal for the Project, as shown on Attachment A.

7. Exclusions and Assumptions

Tasks not specifically identified in this scope of work are not included in this Contract. In addition, the following is a listing of major items not included as part of this Proposal. This list will not be construed as the only items not included as part of this scope of services.

- Funding coordination
- FAA Reimbursable Agreement coordination related to potential relocation of FAA cables
- National Environmental Policy Act (NEPA) documentation beyond SWPPP drawings
- National Pollutant Discharge Elimination System (“NPDES”) / Texas Pollutant Discharge Elimination System (“TPDES”) / TCEQ permits
- Environmental remediation (wetlands, soil contamination, etc.)
- Permitting beyond that noted herein
- Any and all permit fees unless otherwise indicated
- Obstruction surveys
- Construction verification surveys (Construction Documents will require Contractor to perform and submit for approval)
- Construction materials testing
- Subsurface utility engineering (SUE) services
- Stormwater / drainage improvements beyond basic site grading and drainage calculations, including drainage modeling, stormwater detention, underdrains, etc.
- Flood plain analysis and Conditional Letter of Map Revision (“CLOMR”) application
- Per- and polyfluoroalkyl substances (PFAS) analysis and mitigation
- Safety Risk Management System (“SRM”) and Safety Assessment reporting
- Design or construction administration of any NAVAID improvements / relocations
- Design or construction administration of any ALCMS improvements / updates
- Trench safety plan
- Confined space entry plan
- FAA Form 7460-1 and submittal
- Updates to Airport Layout Plan (“ALP”)
- RPR services, construction materials acceptance testing, and construction staking
- Additional travel to EPIA, FAA offices, or any other requested travel, beyond those meetings explicitly noted herein

The following are assumed for this proposal:

- All utilities are available at the site and no offsite improvements are required
- Escort for geotechnical analyses, topographical surveys, and as-built surveys will be provided by the Client
- Applicable airfield pavements will be closed during geotechnical analyses, topographical surveys, and as-built surveys, allowing for uninterrupted, continual access
- The Client will provide current operational data (type of aircraft and number of operations) for pavement design purposes

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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



SUMMARY OF PROFESSIONAL FEES

EI Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

FIRM NAME	Labor (Lump Sum)	Labor (Hourly)	Expenses (Reimb.)	TOTAL	
RS&H, Inc.					
Task 1 – Preliminary Design Phase Services	\$ 117,437.13	\$ -	\$ -	\$ 117,437.13	17.53%
Task 2 – Pre-Final Design Phase Services	\$ 72,929.65	\$ -	\$ -	\$ 72,929.65	10.88%
Task 3 – Final Design Phase Services	\$ 55,167.79	\$ -	\$ -	\$ 55,167.79	8.23%
Task 4 – Bidding Phase Services	\$ 9,937.80	\$ -	\$ -	\$ 9,937.80	1.48%
Task 5 – Construction Phase Services	\$ -	\$ 100,018.33	\$ 12,170.00	\$ 112,188.33	16.74%
Task 6 – Closeout Phase Services	\$ -	\$ 20,735.60	\$ 930.00	\$ 21,665.60	3.23%
RS&H, Inc. Grand Subtotal	\$255,472.37	\$120,753.93	\$13,100.00	\$ 389,326.30	58.11%
Subconsultants (Non-DBE)					
Brock & Bustillos, Inc. (Topographical Survey)					
Task 1 – Preliminary Design Phase Services	\$ 83,444.06	\$ -	\$ -	\$ 83,444.06	12.45%
Task 2 – Pre-Final Design Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Task 3 – Final Design Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Task 4 – Bidding Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Task 5 – Construction Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Task 6 – Closeout Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Brock & Bustillos, Inc. (Civil)					
Task 1 – Preliminary Design Phase Services	\$ 23,062.61	\$ -	\$ -	\$ 23,062.61	3.44%
Task 2 – Pre-Final Design Phase Services	\$ 21,104.85	\$ -	\$ -	\$ 21,104.85	3.15%
Task 3 – Final Design Phase Services	\$ 21,690.47	\$ -	\$ -	\$ 21,690.47	3.24%
Task 4 – Bidding Phase Services	\$ 1,984.00	\$ -	\$ -	\$ 1,984.00	0.30%
Task 5 – Construction Phase Services	\$ -	\$ 12,822.92	\$ -	\$ 12,822.92	1.91%
Task 6 – Closeout Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
LEC Engineering, Inc. (Geotechnical Investigation)					
Task 1 – Preliminary Design Phase Services	\$ 32,530.00	\$ -	\$ -	\$ 32,530.00	4.86%
Task 2 – Pre-Final Design Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Task 3 – Final Design Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Task 4 – Bidding Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Task 5 – Construction Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Task 6 – Closeout Phase Services	\$ -	\$ -	\$ -	\$ -	0.00%
Subconsultants (Non-DBE) Subtotal	\$ 183,815.99	\$ 12,822.92	\$ -	\$ 196,638.91	29.35%
Sub-Consultants (DBE)					
Ferguson Consulting, Inc. (Electrical)					
Task 1 – Preliminary Design Phase Services	\$ 24,185.00	\$ -	\$ -	\$ 24,185.00	3.61%
Task 2 – Pre-Final Design Phase Services	\$ 34,270.00	\$ -	\$ -	\$ 34,270.00	5.11%
Task 3 – Final Design Phase Services	\$ 10,080.00	\$ -	\$ -	\$ 10,080.00	1.50%
Task 4 – Bidding Phase Services	\$ 2,510.00	\$ -	\$ -	\$ 2,510.00	0.37%
Task 5 – Construction Phase Services	\$ -	\$ 9,765.00	\$ 650.00	\$ 10,415.00	1.55%
Task 6 – Closeout Phase Services	\$ -	\$ 2,590.00	\$ -	\$ 2,590.00	0.39%
Sub-Consultants (DBE) Subtotal	\$ 71,045.00	\$ 12,355.00	\$ 650.00	\$ 84,050.00	12.54%
Grand Total				\$ 670,015.21	100.00%



SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
Runway 8R-26L Rehabilitation
DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
Task 1 – Preliminary Design Phase Services												
Task 1.01 Perform Project Initiation / Setup	1.0	4.0									2.0	7.0
Task 1.02 Perform Data Collection and Research		2.0		20.0	8.0							30.0
Task 1.03 Obtain Geotechnical Investigation					4.0							4.0
Task 1.04 Obtain Design Topographical Survey				12.0	4.0							16.0
Task 1.05 Prepare Preliminary Design Documents												
Engineer's Report		8.0		12.0	30.0			2.0			2.0	54.0
Plans												
Cover Sheet				1.0								1.0
Index of Drawings (3 Sheets)				1.0								1.0
Abbreviations / Legend / Contact Information				1.0								1.0
Summary of Quantities (2 Sheets)				1.0								1.0
Contract Layout Plan				4.0	1.0							5.0
General Contract Notes		1.0		2.0	1.0							4.0
Safety and Security Notes		1.0		2.0	1.0							4.0
Survey Control Plan				4.0	1.0							5.0
Runway and Taxiway Alignment Plan				4.0	1.0							5.0
Geotechnical Boring Plan				4.0	1.0							5.0
Boring Logs (5 Sheets)				4.0								4.0
Construction Phasing and Safety Notes		2.0		4.0	2.0							8.0
Contractor Staging Area Plan		1.0		4.0	1.0							6.0
Contractor Access Plan		1.0		4.0	1.0							6.0
Overall Construction Phasing Sheet		1.0		4.0	2.0							7.0
Phasing Plans (8 Sheets)		12.0		24.0	16.0		4.0					56.0
Safety and Security Details				2.0	1.0							3.0
Runway Closure Details				2.0	1.0							3.0
Miscellaneous Closure Details				2.0	1.0							3.0
Temporary Electrical Details				2.0	1.0							3.0
Overall Existing Utility Plan				4.0	1.0							5.0
Existing Utility Plan (9 Sheets)		2.0		12.0	6.0							20.0
Overall Erosion Control Plan												
Erosion Control Plan (9 Sheets)												
Erosion Control Plan - Staging Area												
Erosion Control Notes and Details												
Subconsultant Coordination		4.0			8.0							12.0
Overall Demolition Plan				4.0	1.0							5.0
Demolition Plan (9 Sheets)		1.0		24.0	12.0							37.0
Existing Typical Sections (3 Sheets)				2.0	1.0							3.0
Demolition Details				2.0	1.0							3.0
Overall Runway Proposed Paving Plan				4.0	1.0							5.0
Geometry / Paving Plan (13 Sheets)		1.0		24.0	12.0							37.0
Taxiway Joint Seal and Crack Repair Plan (2 Sheets)		1.0		8.0	4.0							13.0
Geometry Plan Point Tables (4 Sheets)				8.0	1.0							9.0
Runway Typical Pavement Sections				2.0	1.0							3.0
Taxiway Typical Pavement Sections (2 Sheets)				4.0	2.0							6.0
Joint Details (2 Sheets)				4.0	2.0							6.0
Overall Runway Grading Plan				4.0	1.0							5.0
Runway Grading Plan (9 Sheets)		1.0		24.0	12.0							37.0
Taxiway Grading Plan (4 Sheets)		1.0		20.0	8.0							29.0
Pavement Profiles (9 Sheets)		1.0		16.0	8.0							25.0
Cross Sections (20 Sheets)		1.0		20.0	8.0							29.0
Overall Spot Elevation Plan				4.0	1.0							5.0
Spot Elevation Plan (15 Sheets)		1.0		24.0	6.0							31.0
Overall Grooving Plan				4.0	1.0							5.0
Grooving Plan (3 Sheets)		1.0		6.0	2.0							9.0
Grooving Plan Details				2.0	1.0							3.0
Overall Drainage Plan												
Drainage Plan (9 Sheets)												
Drainage Details				2.0	1.0			4.0				7.0
Subconsultant Coordination		4.0			8.0							12.0
Overall Site Restoration Plan				2.0	1.0							3.0
Site Restoration Plan (9 Sheets)		1.0		16.0	4.0							21.0



SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
Runway 8R-26L Rehabilitation
DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
Site Restoration Plan - Staging Area					4.0							4.0
Overall Pavement Marking Plan				2.0	1.0							3.0
Pavement Marking Plan (9 Sheets)		1.0		24.0	6.0							31.0
Pavement Marking Point Table (3 Sheets)				6.0	2.0							8.0
Pavement Marking Details				6.0	2.0							8.0
Electrical Plans												
Subconsultant Coordination		4.0			4.0							8.0
Project Manual												
Contract Documents												0.0
Technical Specifications		8.0			40.0			2.0				50.0
Compilation of Referenced Documents					2.0							2.0
Construction Safety Phasing Plan (CSPP)												0.0
Prepare CMP												0.0
EOPC		2.0		8.0	4.0							14.0
Task 1.06 Perform In-House Quality Control Review – Preliminary Design Docs		8.0	4.0		8.0	8.0		2.0	4.0	4.0		38.0
Task 1.07 Submit Preliminary Design Documents		1.0		2.0	2.0						2.0	7.0
Task 1.08 Meetings / Presentations												
1 Task 1.09.01 Pre-Design Conference		1.0			1.0							2.0
1 Task 1.09.02 Site Investigation		8.0			8.0							16.0
3 Task 1.09.03 Design Development / Coordination Meetings		3.0			3.0							6.0
1 Task 1.09.04a Utility Coordination Meetings (On-site)		8.0			8.0							16.0
1 Task 1.09.04b Utility Coordination Meetings (Virtual)		1.0			1.0							2.0
2 Task 1.09.05 Coordination Meetings with Concurrent Airfield Projects		2.0			2.0							4.0
1 Task 1.09.06 Preliminary Design Documents Review Meeting		1.0			1.0							2.0
9 Task 1.09 Project Management and Administration	2.0	18.0									9.0	29.0
TOTAL HOURS	3.0	119.0	4.0	414.0	292.0	8.0	4.0	10.0	4.0	4.0	15.0	877.0
RATE	\$ 291.30	\$ 189.33	\$ 304.32	\$ 95.16	\$ 136.32	\$ 222.87	\$ 199.38	\$ 185.07	\$ 180.90	\$ 259.98	\$ 82.02	
TOTAL LABOR \$	\$ 873.90	\$ 22,530.27	\$ 1,217.28	\$ 39,396.24	\$ 39,805.44	\$ 1,782.96	\$ 797.52	\$ 1,850.70	\$ 723.60	\$ 1,039.92	\$ 1,230.30	\$ 111,248.13
OTHER DIRECT NON-SALARY COSTS												
		# PLANS	#PAGES	#SETS								
		@	@	7								
REPRODUCTION	\$	1.10	\$ 0.15									
Plans		231										\$ 1,779.00
Reports/Specifications			700									\$ 735.00
TOTAL REPRODUCTION												\$ 2,514.00
POSTAGE / DELIVERY		# PLANS	# SPECS									
		@	@									
	\$	15.00	\$ 10.00									
Plans		5										\$ 75.00
Reports/Specifications			5									\$ 50.00
TOTAL POSTAGE / DELIVERY												\$ 125.00
SUBCONSULTANTS												
Brock & Bustillos, Inc. (Topographical Survey)												\$ 83,444.06
Brock & Bustillos, Inc. (Civil)												\$ 23,062.61
LEC Engineering, Inc. (Geotechnical Investigation)												\$ 32,530.00
Ferguson Consulting, Inc. (Electrical)												\$ 24,185.00
TOTAL SUBCONSULTANTS												\$ 163,221.67



SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
Runway 8R-26L Rehabilitation
DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
TRAVEL												
	#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
			\$ 625.00	\$ 85.00	\$ 135.00	\$ 35.00		Times				
Task 1.09.01 Pre-Design Conference	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	0				\$ -
Task 1.09.02 Site Investigation	2	2	\$ 1,250.00	\$ 85.00	\$ 270.00	\$ 140.00	\$ -	1				\$ 1,745.00
Task 1.09.03 Design Development / Coordination Meetings	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	0				\$ -
Task 1.09.04a Utility Coordination Meetings (On-site)	2	2	\$ 1,250.00	\$ 85.00	\$ 270.00	\$ 140.00	\$ -	1				\$ 1,745.00
Task 1.09.04b Utility Coordination Meetings (Virtual)	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	0				\$ -
Task 1.09.05 Coordination Meetings with Concurrent Airfield Projects	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	0				\$ -
Task 1.09.06 Preliminary Design Documents Review Meeting	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	0				\$ -
												\$ 3,490.00
MILEAGE		120	Miles @ \$ 0.50									\$ 60.00
SUM OF ODC's												\$ 169,410.67
Total Proposed Fee for:	Task 1 – Preliminary Design Phase Services											\$ 280,658.80
Task 2 – Pre-Final Design Phase Services												
Task 2.01 Incorporate Preliminary Design Review Comments		8.0		16.0	12.0							36.0
Task 2.02 Prepare Pre-Final Design Documents												
Engineer's Report		4.0		6.0	15.0			1.0			1.0	27.0
Plans												
Cover Sheet				1.0								1.0
Index of Drawings (3 Sheets)				1.0								1.0
Abbreviations / Legend / Contact Information				1.0								1.0
Summary of Quantities (2 Sheets)				1.0								1.0
Contract Layout Plan				2.0	1.0							3.0
General Contract Notes		1.0		1.0	1.0							3.0
Safety and Security Notes		1.0		1.0	1.0							3.0
Survey Control Plan				2.0	1.0							3.0
Runway and Taxiway Alignment Plan				2.0	1.0							3.0
Geotechnical Boring Plan				2.0	1.0							3.0
Boring Logs (5 Sheets)				2.0								2.0
Construction Phasing and Safety Notes		1.0		2.0	1.0							4.0
Contractor Staging Area Plan		1.0		2.0	1.0							4.0
Contractor Access Plan		1.0		2.0	1.0							4.0
Overall Construction Phasing Sheet		1.0		2.0	1.0							4.0
Phasing Plans (8 Sheets)		6.0		12.0	8.0		2.0					28.0
Safety and Security Details				1.0	1.0							2.0
Runway Closure Details				1.0	1.0							2.0
Miscellaneous Closure Details				1.0	1.0							2.0
Temporary Electrical Details				1.0	1.0							2.0
Overall Existing Utility Plan				2.0	1.0							3.0
Existing Utility Plan (9 Sheets)		1.0		6.0	3.0							10.0
Overall Erosion Control Plan												
Erosion Control Plan (9 Sheets)												
Erosion Control Plan - Staging Area												
Erosion Control Notes and Details												
Subconsultant Coordination		2.0			4.0							6.0
Overall Demolition Plan				2.0	1.0							3.0
Demolition Plan (9 Sheets)		1.0		12.0	6.0							19.0
Existing Typical Sections (3 Sheets)				1.0	1.0							2.0
Demolition Details				1.0	1.0							2.0
Overall Runway Proposed Paving Plan				2.0	1.0							3.0
Geometry / Paving Plan (13 Sheets)		1.0		12.0	6.0							19.0
Taxiway Joint Seal and Crack Repair Plan (2 Sheets)		1.0		4.0	2.0							7.0
Geometry Plan Point Tables (4 Sheets)				4.0	1.0							5.0
Runway Typical Pavement Sections				1.0	1.0							2.0
Taxiway Typical Pavement Sections (2 Sheets)				2.0	1.0							3.0
Joint Details (2 Sheets)				2.0	1.0							3.0
Overall Runway Grading Plan				2.0	1.0							3.0
Runway Grading Plan (9 Sheets)		1.0		12.0	6.0							19.0



SUMMARY OF PROFESSIONAL FEES

**El Paso International Airport
Runway 8R-26L Rehabilitation
DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES**

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
Taxiway Grading Plan (4 Sheets)		1.0		10.0	4.0							15.0
Pavement Profiles (9 Sheets)		1.0		8.0	4.0							13.0
Cross Sections (20 Sheets)		1.0		10.0	4.0							15.0
Overall Spot Elevation Plan				2.0	1.0							3.0
Spot Elevation Plan (15 Sheets)		1.0		12.0	3.0							16.0
Grooving Plan (3 Sheets)		1.0		3.0	1.0							5.0
Grooving Plan Details				1.0	1.0							2.0
Overall Drainage Plan												
Drainage Plan (9 Sheets)												
Drainage Details				1.0	1.0			2.0				4.0
Subconsultant Coordination		2.0			4.0							6.0
Overall Site Restoration Plan				1.0	1.0							2.0
Site Restoration Plan (9 Sheets)		1.0		8.0	2.0							11.0
Site Restoration Plan - Staging Area					2.0							2.0
Overall Pavement Marking Plan				1.0	1.0							2.0
Pavement Marking Plan (9 Sheets)		1.0		12.0	3.0							16.0
Pavement Marking Point Table (3 Sheets)				3.0	1.0							4.0
Pavement Marking Details				3.0	1.0							4.0
Electrical Plans												
Subconsultant Coordination		2.0			2.0							4.0
Project Manual												
Contract Documents		2.0			8.0							10.0
Technical Specifications		4.0			20.0			1.0				25.0
Compilation of Referenced Documents					1.0							1.0
Construction Safety Phasing Plan (CSPP)		4.0		4.0	16.0							24.0
Construction Management Plan (CMP)		4.0		4.0	16.0							24.0
EOPC		1.0		4.0	2.0							7.0
Task 2.03 Perform In-House Quality Control Review – Pre-Final Design Documents		8.0	4.0		8.0	8.0		2.0	4.0	4.0		38.0
Task 2.04 Submit Pre-Final Design Documents		1.0		2.0	2.0						2.0	7.0
Task 2.05 Meetings / Presentations												
2 Task 2.05.01 Design Development / Coordination Meetings		2.0			2.0							4.0
1 Task 2.05.02 Utility Coordination Meetings		1.0			1.0							2.0
1 Task 2.05.03 Coordination Meetings with Concurrent Airfield Projects		1.0			1.0							2.0
1 Task 2.05.04 Pre-Final Design Documents Review Meeting		1.0			1.0							2.0
4 Task 2.06 Project Management and Administration	1.0	8.0									4.0	13.0
TOTAL HOURS	1.0	79.0	4.0	218.0	201.0	8.0	2.0	6.0	4.0	4.0	7.0	534.0
RATE	\$ 291.30	\$ 189.33	\$ 304.32	\$ 95.16	\$ 136.32	\$ 222.87	\$ 199.38	\$ 185.07	\$ 180.90	\$ 259.98	\$ 82.02	
TOTAL LABOR \$	\$ 291.30	\$ 14,957.07	\$ 1,217.28	\$ 20,744.88	\$ 27,400.32	\$ 1,782.96	\$ 398.76	\$ 1,110.42	\$ 723.60	\$ 1,039.92	\$ 574.14	\$ 70,240.65
OTHER DIRECT NON-SALARY COSTS												
		# PLANS	#PAGES	#SETS								
		@	@	7								
REPRODUCTION		\$ 1.10	\$ 0.15									
Plans		231										\$ 1,779.00
Reports/Specifications			700									\$ 735.00
TOTAL REPRODUCTION												\$ 2,514.00
POSTAGE / DELIVERY		# PLANS	# SPECS									
		@	@									
		\$ 15.00	\$ 10.00									
Plans		7										\$ 105.00
Reports/Specifications			7									\$ 70.00
TOTAL POSTAGE / DELIVERY												\$ 175.00



SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
SUBCONSULTANTS												
Brock & Bustillos, Inc. (Topographical Survey)												\$ -
Brock & Bustillos, Inc. (Civil)												\$ 21,104.85
LEC Engineering, Inc. (Geotechnical Investigation)												\$ -
Ferguson Consulting, Inc. (Electrical)												\$ 34,270.00
TOTAL SUBCONSULTANTS												\$ 55,374.85
TRAVEL												
	#People	#Days	Flight @ \$	Car @ \$	Lodging @ \$	Per Diem @ \$	Tolls @ \$	No. of Times				
Task 2.05.01 Design Development / Coordination Meetings	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	0				\$ -
Task 2.05.02 Utility Coordination Meetings	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	0				\$ -
Task 2.05.03 Coordination Meetings with Concurrent Airfield Projects	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	0				\$ -
Task 2.05.04 Pre-Final Design Documents Review Meeting	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	0				\$ -
MILEAGE		0	Miles @ \$	0.50								\$ -
SUM OF ODC's												\$ 58,063.85
Total Proposed Fee for: Task 2 – Pre-Final Design Phase Services												
												\$ 128,304.50
Task 3 – Final Design Phase Services												
Task 3.01 Incorporate Pre-Final Review Comments		5.0		11.0	8.0							24.0
Task 3.02 Prepare Final Design Documents												
Engineer's Report		3.0		4.0	10.0			1.0			1.0	19.0
Plans												
Cover Sheet				1.0								1.0
Index of Drawings (3 Sheets)				1.0								1.0
Abbreviations / Legend / Contact Information				1.0								1.0
Summary of Quantities (2 Sheets)				1.0								1.0
Contract Layout Plan				1.0	1.0							2.0
General Contract Notes		1.0		1.0	1.0							3.0
Safety and Security Notes		1.0		1.0	1.0							3.0
Survey Control Plan				1.0	1.0							2.0
Runway and Taxiway Alignment Plan				1.0	1.0							2.0
Geotechnical Boring Plan				1.0	1.0							2.0
Boring Logs (5 Sheets)				1.0								1.0
Construction Phasing and Safety Notes		1.0		1.0	1.0							3.0
Contractor Staging Area Plan		1.0		1.0	1.0							3.0
Contractor Access Plan		1.0		1.0	1.0							3.0
Overall Construction Phasing Sheet		1.0		1.0	1.0							3.0
Phasing Plans (8 Sheets)		4.0		8.0	5.0		1.0					18.0
Safety and Security Details				1.0	1.0							2.0
Runway Closure Details				1.0	1.0							2.0
Miscellaneous Closure Details				1.0	1.0							2.0
Temporary Electrical Details				1.0	1.0							2.0
Overall Existing Utility Plan				1.0	1.0							2.0
Existing Utility Plan (9 Sheets)		1.0		4.0	2.0							7.0
Overall Erosion Control Plan												
Erosion Control Plan (9 Sheets)												
Erosion Control Plan - Staging Area												
Erosion Control Notes and Details												
Subconsultant Coordination		1.0			3.0							4.0
Overall Demolition Plan				1.0	1.0							2.0
Demolition Plan (9 Sheets)		1.0		8.0	4.0							13.0
Existing Typical Sections (3 Sheets)				1.0	1.0							2.0
Demolition Details				1.0	1.0							2.0
Overall Runway Proposed Paving Plan				1.0	1.0							2.0
Geometry / Paving Plan (13 Sheets)		1.0		8.0	4.0							13.0
Taxiway Joint Seal and Crack Repair Plan (2 Sheets)		1.0		3.0	1.0							5.0
Geometry Plan Point Tables (4 Sheets)				3.0	1.0							4.0
Runway Typical Pavement Sections				1.0	1.0							2.0
Taxiway Typical Pavement Sections (2 Sheets)				1.0	1.0							2.0



SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
Runway 8R-26L Rehabilitation
DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
Joint Details (2 Sheets)				1.0	1.0							2.0
Overall Runway Grading Plan				1.0	1.0							2.0
Runway Grading Plan (9 Sheets)		1.0		8.0	4.0							13.0
Taxiway Grading Plan (4 Sheets)		1.0		7.0	3.0							11.0
Pavement Profiles (9 Sheets)		1.0		5.0	3.0							9.0
Cross Sections (20 Sheets)		1.0		7.0	3.0							11.0
Overall Spot Elevation Plan				1.0	1.0							2.0
Spot Elevation Plan (15 Sheets)		1.0		8.0	2.0							11.0
Overall Grooving Plan				1.0	1.0							2.0
Grooving Plan (3 Sheets)		1.0		2.0	1.0							4.0
Grooving Plan Details				1.0	1.0							2.0
Overall Drainage Plan												
Drainage Plan (9 Sheets)												
Drainage Details				1.0	1.0			1.0				3.0
Subconsultant Coordination		1.0			3.0							4.0
Overall Site Restoration Plan				1.0	1.0							2.0
Site Restoration Plan (9 Sheets)		1.0		5.0	1.0							7.0
Site Restoration Plan - Staging Area					1.0							1.0
Overall Pavement Marking Plan				1.0	1.0							2.0
Pavement Marking Plan (9 Sheets)		1.0		8.0	2.0							11.0
Pavement Marking Point Table (3 Sheets)				2.0	1.0							3.0
Pavement Marking Details				2.0	1.0							3.0
Electrical Plans												
Subconsultant Coordination		1.0			1.0							2.0
Project Manual												
Contract Documents		1.0			5.0							6.0
Technical Specifications		3.0			13.0			1.0				17.0
Compilation of Referenced Documents					1.0							1.0
Construction Safety Phasing Plan (CSPP)		3.0		3.0	11.0							17.0
Construction Management Plan		3.0		3.0	11.0							17.0
EOPC		1.0		3.0	1.0							5.0
Task 3.03 Perform In-House Quality Control Review – Final Design Documents		8.0	4.0		8.0	8.0		2.0	4.0	4.0		38.0
Task 3.04 Submit Final Design Documents		1.0		2.0	2.0						2.0	7.0
Task 3.05 Meetings / Presentations												
1 Task 3.05.01 Design Development / Coordination Meetings		1.0			1.0							2.0
4 Task 3.06 Project Management and Administration	1.0	8.0									4.0	13.0
TOTAL HOURS	1.0	62.0	4.0	148.0	146.0	8.0	1.0	5.0	4.0	4.0	7.0	390.0
RATE	\$ 291.30	\$ 189.33	\$ 304.32	\$ 95.16	\$ 136.32	\$ 222.87	\$ 199.38	\$ 185.07	\$ 180.90	\$ 259.98	\$ 82.02	
TOTAL LABOR \$	\$ 291.30	\$ 11,738.46	\$ 1,217.28	\$ 14,083.68	\$ 19,902.72	\$ 1,782.96	\$ 199.38	\$ 925.35	\$ 723.60	\$ 1,039.92	\$ 574.14	\$ 52,478.79
OTHER DIRECT NON-SALARY COSTS												
		# PLANS	#PAGES	#SETS								
		@	@	7								
REPRODUCTION	\$	1.10	\$ 0.15									
Plans		231										\$ 1,779.00
Reports/Specifications			700									\$ 735.00
TOTAL REPRODUCTION												\$2,514
POSTAGE / DELIVERY		# PLANS	# SPECS									
		@	@									
	\$	15.00	\$ 10.00									
Plans		7										\$ 105.00
Reports/Specifications			7									\$ 70.00
TOTAL POSTAGE / DELIVERY												\$ 175.00



SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
SUBCONSULTANTS												
Brock & Bustillos, Inc. (Topographical Survey)												\$ -
Brock & Bustillos, Inc. (Civil)												\$ 21,690.47
LEC Engineering, Inc. (Geotechnical Investigation)												\$ -
Ferguson Consulting, Inc. (Electrical)												\$ 10,080.00
TOTAL SUBCONSULTANTS												\$ 31,770.47
TRAVEL												
	#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
Task 3.05.01 Design Development / Coordination Meetings	2	0	\$ 625.00	\$ 85.00	\$ 135.00	\$ 35.00	\$ -	0				\$ -
												\$ -
MILEAGE												
		0	Miles @	\$ 0.50								\$ -
SUM OF ODC's												\$ 34,459.47
Total Proposed Fee for: Task 3 – Final Design Phase Services												
												\$ 86,938.26
Task 4 – Bidding Phase Services												
Task 4.01 Provide Bidding Assistance		2.0			4.0						2.0	8.0
Task 4.02 Respond to Bidder / Contractor Inquiries		2.0		4.0	4.0							10.0
Task 4.03 Issue Addenda		4.0		16.0	12.0						2.0	34.0
Task 4.04 Evaluate Bids		2.0			2.0							4.0
Task 4.05 Meetings / Presentations												
1 Task 4.05.01 Pre-bid Conference					8.0							8.0
5 Task 4.06 Project Management and Administration	1.0	4.0										5.0
TOTAL HOURS	1.0	14.0	0.0	20.0	30.0	0.0	0.0	0.0	0.0	0.0	4.0	69.0
RATE	\$ 291.30	\$ 189.33	\$ 304.32	\$ 95.16	\$ 136.32	\$ 222.87	\$ 199.38	\$ 185.07	\$ 180.90	\$ 259.98	\$ 82.02	
TOTAL LABOR \$	\$ 291.30	\$ 2,650.62	\$ -	\$ 1,903.20	\$ 4,089.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328.08	\$ 9,262.80
OTHER DIRECT NON-SALARY COSTS												
	# PLANS	#PAGES	#SETS									
	@	@	0									
REPRODUCTION	\$ 1.10	\$ 0.15										
Plans	231											\$ -
Reports/Specifications		700										\$ -
TOTAL REPRODUCTION												\$ -
POSTAGE / DELIVERY	# PLANS	# SPECS										
	@	@										
	\$ 15.00	\$ 10.00										
Plans	0											\$ -
Reports/Specifications		0										\$ -
TOTAL POSTAGE / DELIVERY												\$ -
SUBCONSULTANTS												
Brock & Bustillos, Inc. (Topographical Survey)												\$ -
Brock & Bustillos, Inc. (Civil)												\$ 1,984.00
LEC Engineering, Inc. (Geotechnical Investigation)												\$ -
Ferguson Consulting, Inc. (Electrical)												\$ 2,510.00
TOTAL SUBCONSULTANTS												\$ 4,494.00



SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL																																																				
TRAVEL	<table border="1"> <thead> <tr> <th></th> <th>#People</th> <th>#Days</th> <th>Flight @</th> <th>Car @</th> <th>Lodging @</th> <th>Per Diem @</th> <th>Tolls @</th> <th>No. of Times</th> <th colspan="4"></th> </tr> </thead> <tbody> <tr> <td>Task 4.05.01 Pre-bid Conference</td> <td>1</td> <td>1</td> <td>\$ 625.00</td> <td>\$ -</td> <td>\$ -</td> <td>\$ 35.00</td> <td>\$ -</td> <td>1</td> <td colspan="4"></td> </tr> <tr> <td></td> <td colspan="11"></td> <td>\$ 660.00</td> </tr> <tr> <td></td> <td colspan="11"></td> <td>\$ 660.00</td> </tr> </tbody> </table>													#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of Times					Task 4.05.01 Pre-bid Conference	1	1	\$ 625.00	\$ -	\$ -	\$ 35.00	\$ -	1																	\$ 660.00													\$ 660.00
	#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of Times																																																								
Task 4.05.01 Pre-bid Conference	1	1	\$ 625.00	\$ -	\$ -	\$ 35.00	\$ -	1																																																								
												\$ 660.00																																																				
												\$ 660.00																																																				
MILEAGE	30	Miles @	\$ 0.50										\$ 15.00																																																			
SUM OF ODC's												\$ 5,169.00																																																				
Total Proposed Fee for: Task 4 – Bidding Phase Services												\$ 14,431.80																																																				
Task 5 – Construction Phase Services																																																																
Task 5.01 Prepare Conformed Construction Documents		2.0		28.0	12.0							42.0																																																				
Task 5.02 Review Contractor Submittals, Shop Drawings, and Samples		8.0		60.0	40.0			2.0		2.0	12.0	124.0																																																				
Task 5.03 Provide Clarifications and Interpretations		6.0		60.0	40.0							106.0																																																				
Task 5.04 Prepare Change Orders and Work Change Directives		10.0		60.0	48.0			4.0				122.0																																																				
Task 5.05 Review Independent Testing Laboratory Reports		6.0			24.0							30.0																																																				
Task 5.06 Meetings / Presentations																																																																
1 Task 5.08.01 Pre-Construction Conference		8.0			8.0							16.0																																																				
33 Task 5.08.02 Weekly Construction Progress Meetings		16.5			33.0							49.5																																																				
6 Task 5.08.03 Periodic Site Visits		24.0			48.0							72.0																																																				
1 Task 5.08.04 Substantial Completion Inspection		8.0			8.0							16.0																																																				
1 Task 5.08.05 Final Inspection					8.0							8.0																																																				
33 Task 5.07 General Administration of the Construction Contract	8.0	66.0									33.0	107.0																																																				
TOTAL HOURS	8.0	154.5	0.0	208.0	269.0	0.0	0.0	6.0	0.0	2.0	45.0	692.5																																																				
RATE	\$ 309.04	\$ 200.86	\$ 322.85	\$ 105.60	\$ 144.62	\$ 236.44	\$ 211.52	\$ 196.34	\$ 177.44	\$ 275.81	\$ 87.02																																																					
TOTAL LABOR \$	\$ 2,472.32	\$ 31,032.87	\$ -	\$ 21,964.80	\$ 38,902.78	\$ -	\$ -	\$ 1,178.04	\$ -	\$ 551.62	\$ 3,915.90	\$ 100,018.33																																																				
OTHER DIRECT NON-SALARY COSTS																																																																
	# PLANS	#PAGES	#SETS																																																													
	@	@	0																																																													
REPRODUCTION	\$ 1.10	\$ 0.15																																																														
Plans	231																																																															
Reports/Specifications		700																																																														
TOTAL REPRODUCTION																																																																
POSTAGE / DELIVERY	# PLANS	# SPECS																																																														
	@	@																																																														
	\$ 15.00	\$ 10.00																																																														
Plans	0																																																															
Reports/Specifications		0																																																														
TOTAL POSTAGE / DELIVERY																																																																
SUBCONSULTANTS																																																																
Brock & Bustillos, Inc. (As-built Survey)												\$ -																																																				
Brock & Bustillos, Inc. (Civil)												\$ 12,822.92																																																				
LEC Engineering, Inc. (Geotechnical Investigation)												\$ -																																																				
Ferguson Consulting, Inc. (Electrical)												\$ 10,415.00																																																				
TOTAL SUBCONSULTANTS												\$ 23,237.92																																																				



SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
TRAVEL												
	#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
			\$ 625.00	\$ 85.00	\$ 135.00	\$ 35.00	\$ -	Times				
Task 5.08.01 Pre-Construction Conference	2	1	\$ 1,250.00	\$ -	\$ -	\$ 70.00	\$ -	1				\$ 1,320.00
Task 5.08.02 Weekly Construction Progress Meetings	2	1	\$ -	\$ -	\$ -	\$ 70.00	\$ -	0				\$ -
Task 5.08.03 Periodic Site Visits	1.5	2	\$ 937.50	\$ 85.00	\$ 202.50	\$ 105.00	\$ -	6				\$ 7,980.00
Task 5.08.04 Substantial Completion Inspection	2	2	\$ 1,250.00	\$ 85.00	\$ 270.00	\$ 140.00	\$ -	1				\$ 1,745.00
Task 5.08.05 Final Inspection	1	2	\$ 625.00	\$ 85.00	\$ 135.00	\$ 70.00	\$ -	1				\$ 915.00
												\$ 11,960.00
MILEAGE	420	Miles @	\$ 0.50									\$ 210.00
SUM OF ODC's												\$ 35,407.92
Total Proposed Fee for: Task 5 – Construction Phase Services												\$ 135,426.25
Task 6 – Closeout Phase Services												
Task 6.01 Prepare Closeout Documents		8.0	2.0	40.0	20.0							70.0
Task 6.02 Meetings / Presentations												
1 Warranty Inspection					8.0							8.0
Task 6.03 Coordinate Contractor As-Built Survey and AGIS Upload		1.0		40.0	40.0							81.0
TOTAL HOURS	0.0	9.0	2.0	80.0	68.0	0.0	0.0	0.0	0.0	0.0	0.0	159.0
RATE	\$ 309.04	\$ 200.86	\$ 322.85	\$ 105.60	\$ 144.62	\$ 236.44	\$ 211.52	\$ 196.34	\$ 177.44	\$ 275.81	\$ 87.02	
TOTAL LABOR \$	\$ -	\$ 1,807.74	\$ 645.70	\$ 8,448.00	\$ 9,834.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,735.60
OTHER DIRECT NON-SALARY COSTS												
	# PLANS	#PAGES	#SETS									
	@	@	0									
REPRODUCTION	\$ 1.10	\$ 0.15										
Plans	231											\$ -
Reports/Specifications		700										\$ -
TOTAL REPRODUCTION												\$ -
POSTAGE / DELIVERY	# PLANS	# SPECS										
	@	@										
	\$ 15.00	\$ 10.00										
Plans	0											\$ -
Reports/Specifications		0										\$ -
TOTAL POSTAGE / DELIVERY												\$ -
SUBCONSULTANTS												
	Brock & Bustillos, Inc. (Civil)											\$ -
	LEC Engineering, Inc. (Geotechnical Investigation)											\$ -
	Ferguson Consulting, Inc. (Electrical)											\$ 2,590.00
TOTAL SUBCONSULTANTS												\$ 2,590.00
TRAVEL												
	#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
			\$ 625.00	\$ 85.00	\$ 135.00	\$ 35.00	\$ -	Times				
Warranty Inspection	1	2	\$ 625.00	\$ 85.00	\$ 135.00	\$ 70.00	\$ -	1				\$ 915.00
												\$ 915.00
MILEAGE	30	Miles @	\$ 0.50									\$ 15.00
SUM OF ODC's												\$ 3,520.00
Total Proposed Fee for: Task 6 – Closeout Phase Services												\$ 24,255.60
Total Proposed Fee for all Services:												\$ 670,015.21

Labor Category	Hourly Rate
MANAGEMENT	
Project Officer	\$309.04
Program Manager	\$322.85
Project Manager	\$200.86
CIVIL ENGINEER / AVIATION	
Engineer I	\$97.93
Engineer II	\$105.60
Engineer III	\$144.62
Engineer IV	\$236.44
Engineer V	\$254.43
ELECTRICAL ENGINEER / AVIATION	
Engineer II	\$119.64
Engineer IV	\$210.22
Engineer V	\$275.81
STRUCTURAL ENGINEER	
Engineer II	\$120.91
Engineer III	\$169.13
Engineer IV	\$196.34
Engineer V	\$246.34
PLANNER / AVIATION	
Aviation Planner I	\$98.70
Aviation Planner II	\$112.64
Aviation Planner III	\$144.14
Aviation Planner IV	\$211.52
Aviation Planner V	\$309.04
ENVIRONMENTAL / DRAINAGE ENGINEER	
Environmental / Drainage Engineer I	\$102.16
Environmental / Drainage Engineer II	\$128.93
Environmental / Drainage Engineer III	\$177.44
Environmental / Drainage Engineer IV	\$191.92
GENERAL, SPECIALTY, & SUPPORT	
Administration II	\$75.11
Administration III	\$87.02
Technical (CADD/GIS) Designer I	\$97.93
Technical (CADD/GIS) Designer II	\$105.60
Technical (CADD/GIS) Designer III	\$140.80
GIS Manager	\$168.36
CONSTRUCTION MANAGEMENT	
Field Representative III	\$143.22
Field Representative IV	\$202.77
Field Representative V	\$202.90

1. The schedule of hourly rates above is only included for Construction Administration and Closeout services and is not applicable to design and bidding services (completed as lump sum).
2. The schedule of hourly rates above is only effective for the date range shown. If work is required outside the date range shown, rates are subject to negotiation with the Client.
3. Reimbursement for expenses will be at the cost of the item expenses. Reimbursement for mileage will be at a rate of \$0.50 / mile.

Attachment C – Anticipated List of Drawings

1. Cover Sheet
2. Index of Drawings (Sheet 1 of 3)
3. Index of Drawings (Sheet 2 of 3)
4. Index of Drawings (Sheet 3 of 3)
5. Abbreviations / Legend / Contact Information
6. Summary of Quantities (Sheet 1 of 2)
7. Summary of Quantities (Sheet 1 of 2)
8. Contract Layout Plan
9. General Contract Notes
10. Safety and Security Notes
11. Survey Control Plan
12. Runway and Taxiway Alignment Plan
13. Geotechnical Boring Plan
14. Boring Logs (Sheet 1 of 5)
15. Boring Logs (Sheet 2 of 5)
16. Boring Logs (Sheet 3 of 5)
17. Boring Logs (Sheet 4 of 5)
18. Boring Logs (Sheet 5 of 5)
19. Construction Phasing and Safety Notes
20. Contractor Staging Area Plan
21. Contractor Access Plan
22. Overall Construction Phasing Sheet
23. Phasing Plan – Phase 1 Overall
24. Phasing Plan – Phase 1 Access and Operational Considerations
25. Phasing Plan – Phase 2 Overall
26. Phasing Plan – Phase 2 Access and Operational Considerations
27. Phasing Plan – Phase 3 Overall
28. Phasing Plan – Phase 3 Access and Operational Considerations
29. Phasing Plan – Phase 4 Overall
30. Phasing Plan – Phase 4 Access and Operational Considerations
31. Safety and Security Details
32. Runway Closure Details
33. Miscellaneous Closure Details
34. Temporary Electrical Details
35. Overall Existing Utility Plan
36. Existing Utility Plan (Sheet 1 of 9 / Scale 1":40')
37. Existing Utility Plan (Sheet 2 of 9 / Scale 1":40')
38. Existing Utility Plan (Sheet 3 of 9 / Scale 1":40')
39. Existing Utility Plan (Sheet 4 of 9 / Scale 1":40')
40. Existing Utility Plan (Sheet 5 of 9 / Scale 1":40')
41. Existing Utility Plan (Sheet 6 of 9 / Scale 1":40')
42. Existing Utility Plan (Sheet 7 of 9 / Scale 1":40')
43. Existing Utility Plan (Sheet 8 of 9 / Scale 1":40')
44. Existing Utility Plan (Sheet 9 of 9 / Scale 1":40')
45. Overall Erosion Control Plan
46. Erosion Control Plan (Sheet 1 of 9 / Scale 1":40')
47. Erosion Control Plan (Sheet 2 of 9 / Scale 1":40')
48. Erosion Control Plan (Sheet 3 of 9 / Scale 1":40')
49. Erosion Control Plan (Sheet 4 of 9 / Scale 1":40')
50. Erosion Control Plan (Sheet 5 of 9 / Scale 1":40')
51. Erosion Control Plan (Sheet 6 of 9 / Scale 1":40')
52. Erosion Control Plan (Sheet 7 of 9 / Scale 1":40')

53. Erosion Control Plan (Sheet 8 of 9 / Scale 1":40')
54. Erosion Control Plan (Sheet 9 of 9 / Scale 1":40')
55. Erosion Control Plan – Staging Area
56. Erosion Control Notes and Details
57. Overall Demolition Plan
58. Demolition Plan (Sheet 1 of 9 / Scale 1":40')
59. Demolition Plan (Sheet 2 of 9 / Scale 1":40')
60. Demolition Plan (Sheet 3 of 9 / Scale 1":40')
61. Demolition Plan (Sheet 4 of 9 / Scale 1":40')
62. Demolition Plan (Sheet 5 of 9 / Scale 1":40')
63. Demolition Plan (Sheet 6 of 9 / Scale 1":40')
64. Demolition Plan (Sheet 7 of 9 / Scale 1":40')
65. Demolition Plan (Sheet 8 of 9 / Scale 1":40')
66. Demolition Plan (Sheet 9 of 9 / Scale 1":40')
67. Demolition Plan Point Tables (Sheet 1 of 2)
68. Demolition Plan Point Tables (Sheet 2 of 2)
69. Existing Runway Typical Sections
70. Existing Taxiway Typical Sections (Sheet 1 of 2)
71. Existing Taxiway Typical Sections (Sheet 2 of 2)
72. Demolition Details
73. Overall Runway Proposed Paving Plan
74. Runway Paving and Geometry Plan (Sheet 1 of 9 / Scale 1":40')
75. Runway Paving and Geometry Plan (Sheet 2 of 9 / Scale 1":40')
76. Runway Paving and Geometry Plan (Sheet 3 of 9 / Scale 1":40')
77. Runway Paving and Geometry Plan (Sheet 4 of 9 / Scale 1":40')
78. Runway Paving and Geometry Plan (Sheet 5 of 9 / Scale 1":40')
79. Runway Paving and Geometry Plan (Sheet 6 of 9 / Scale 1":40')
80. Runway Paving and Geometry Plan (Sheet 7 of 9 / Scale 1":40')
81. Runway Paving and Geometry Plan (Sheet 8 of 9 / Scale 1":40')
82. Runway Paving and Geometry Plan (Sheet 9 of 9 / Scale 1":40')
83. Taxiway S Proposed Geometry Plan
84. Taxiway T Proposed Geometry Plan
85. Taxiway U Proposed Geometry Plan
86. Taxiway V Proposed Geometry Plan
87. Taxiway W Joint Seal and Crack Repair Plan
88. Taxiway L Joint Seal and Crack Repair Plan
89. Geometry Plan Point Tables (Sheet 1 of 4)
90. Geometry Plan Point Tables (Sheet 2 of 4)
91. Geometry Plan Point Tables (Sheet 3 of 4)
92. Geometry Plan Point Tables (Sheet 4 of 4)
93. Proposed Runway Typical Pavement Sections
94. Proposed Taxiway Typical Pavement Sections (Sheet 1 of 2)
95. Proposed Taxiway Typical Pavement Sections (Sheet 2 of 2)
96. Joint Details (Sheet 1 of 2)
97. Joint Details (Sheet 2 of 2)
98. Overall Runway Grading Plan and Profile
99. Runway Grading Plan (Sheet 1 of 9 / Scale 1":40')
100. Runway Grading Plan (Sheet 2 of 9 / Scale 1":40')
101. Runway Grading Plan (Sheet 3 of 9 / Scale 1":40')
102. Runway Grading Plan (Sheet 4 of 9 / Scale 1":40')
103. Runway Grading Plan (Sheet 5 of 9 / Scale 1":40')
104. Runway Grading Plan (Sheet 6 of 9 / Scale 1":40')
105. Runway Grading Plan (Sheet 7 of 9 / Scale 1":40')
106. Runway Grading Plan (Sheet 8 of 9 / Scale 1":40')

107. Runway Grading Plan (Sheet 9 of 9 / Scale 1":40')
108. Taxiway S Grading Plan
109. Taxiway T Grading Plan
110. Taxiway U Grading Plan
111. Taxiway V Grading Plan
112. Pavement Profiles (Sheet 1 of 9)
113. Pavement Profiles (Sheet 2 of 9)
114. Pavement Profiles (Sheet 3 of 9)
115. Pavement Profiles (Sheet 4 of 9)
116. Pavement Profiles (Sheet 5 of 9)
117. Pavement Profiles (Sheet 6 of 9)
118. Pavement Profiles (Sheet 7 of 9)
119. Pavement Profiles (Sheet 8 of 9)
120. Pavement Profiles (Sheet 9 of 9)
121. Cross Sections (Sheet 1 of 20)
122. Cross Sections (Sheet 2 of 20)
123. Cross Sections (Sheet 3 of 20)
124. Cross Sections (Sheet 4 of 20)
125. Cross Sections (Sheet 5 of 20)
126. Cross Sections (Sheet 6 of 20)
127. Cross Sections (Sheet 7 of 20)
128. Cross Sections (Sheet 8 of 20)
129. Cross Sections (Sheet 9 of 20)
130. Cross Sections (Sheet 10 of 20)
131. Cross Sections (Sheet 11 of 20)
132. Cross Sections (Sheet 12 of 20)
133. Cross Sections (Sheet 13 of 20)
134. Cross Sections (Sheet 14 of 20)
135. Cross Sections (Sheet 15 of 20)
136. Cross Sections (Sheet 16 of 20)
137. Cross Sections (Sheet 17 of 20)
138. Cross Sections (Sheet 18 of 20)
139. Cross Sections (Sheet 19 of 20)
140. Cross Sections (Sheet 20 of 20)
141. Overall Spot Elevation Plan
142. Spot Elevation Plan (Sheet 1 of 15 / Scale 1":30')
143. Spot Elevation Plan (Sheet 2 of 15 / Scale 1":30')
144. Spot Elevation Plan (Sheet 3 of 15 / Scale 1":30')
145. Spot Elevation Plan (Sheet 4 of 15 / Scale 1":30')
146. Spot Elevation Plan (Sheet 5 of 15 / Scale 1":30')
147. Spot Elevation Plan (Sheet 6 of 15 / Scale 1":30')
148. Spot Elevation Plan (Sheet 7 of 15 / Scale 1":30')
149. Spot Elevation Plan (Sheet 8 of 15 / Scale 1":30')
150. Spot Elevation Plan (Sheet 9 of 15 / Scale 1":30')
151. Spot Elevation Plan (Sheet 10 of 15 / Scale 1":30')
152. Spot Elevation Plan (Sheet 11 of 15 / Scale 1":30')
153. Spot Elevation Plan (Sheet 12 of 15 / Scale 1":30')
154. Spot Elevation Plan (Sheet 13 of 15 / Scale 1":30')
155. Spot Elevation Plan (Sheet 14 of 15 / Scale 1":30')
156. Spot Elevation Plan (Sheet 15 of 15 / Scale 1":30')
157. Overall Grooving Plan
158. Grooving Plan (Sheet 1 of 3)
159. Grooving Plan (Sheet 2 of 3)
160. Grooving Plan (Sheet 3 of 3)

161. Grooving Plan Details
162. Overall Drainage Plan
163. Proposed Drainage Plan (Sheet 1 of 9 / Scale 1":40')
164. Proposed Drainage Plan (Sheet 2 of 9 / Scale 1":40')
165. Proposed Drainage Plan (Sheet 3 of 9 / Scale 1":40')
166. Proposed Drainage Plan (Sheet 4 of 9 / Scale 1":40')
167. Proposed Drainage Plan (Sheet 5 of 9 / Scale 1":40')
168. Proposed Drainage Plan (Sheet 6 of 9 / Scale 1":40')
169. Proposed Drainage Plan (Sheet 7 of 9 / Scale 1":40')
170. Proposed Drainage Plan (Sheet 8 of 9 / Scale 1":40')
171. Proposed Drainage Plan (Sheet 9 of 9 / Scale 1":40')
172. Drainage Details (Sheet 1 of 2)
173. Drainage Details (Sheet 2 of 2)
174. Overall Proposed Restoration Plan
175. Site Restoration Plan (Sheet 1 of 9 / Scale 1":40')
176. Site Restoration Plan (Sheet 2 of 9 / Scale 1":40')
177. Site Restoration Plan (Sheet 3 of 9 / Scale 1":40')
178. Site Restoration Plan (Sheet 4 of 9 / Scale 1":40')
179. Site Restoration Plan (Sheet 5 of 9 / Scale 1":40')
180. Site Restoration Plan (Sheet 6 of 9 / Scale 1":40')
181. Site Restoration Plan (Sheet 7 of 9 / Scale 1":40')
182. Site Restoration Plan (Sheet 8 of 9 / Scale 1":40')
183. Site Restoration Plan (Sheet 9 of 9 / Scale 1":40')
184. Site Restoration Plan – Staging Area
185. Overall Pavement Marking Plan
186. Pavement Marking Plan (Sheet 1 of 9 / Scale 1":40')
187. Pavement Marking Plan (Sheet 2 of 9 / Scale 1":40')
188. Pavement Marking Plan (Sheet 3 of 9 / Scale 1":40')
189. Pavement Marking Plan (Sheet 4 of 9 / Scale 1":40')
190. Pavement Marking Plan (Sheet 5 of 9 / Scale 1":40')
191. Pavement Marking Plan (Sheet 6 of 9 / Scale 1":40')
192. Pavement Marking Plan (Sheet 7 of 9 / Scale 1":40')
193. Pavement Marking Plan (Sheet 8 of 9 / Scale 1":40')
194. Pavement Marking Plan (Sheet 9 of 9 / Scale 1":40')
195. Pavement Marking Point Table (Sheet 1 of 3)
196. Pavement Marking Point Table (Sheet 2 of 3)
197. Pavement Marking Point Table (Sheet 3 of 3)
198. Pavement Marking Details (Sheet 1 of 3)
199. Pavement Marking Details (Sheet 2 of 3)
200. Pavement Marking Details (Sheet 3 of 3)
201. Electrical Legend and Abbreviations
202. Electrical Notes
203. Overall Electrical Demolition Plan
204. Electrical Demolition Plan (Sheet 1 of 9 / Scale 1":40')
205. Electrical Demolition Plan (Sheet 2 of 9 / Scale 1":40')
206. Electrical Demolition Plan (Sheet 3 of 9 / Scale 1":40')
207. Electrical Demolition Plan (Sheet 4 of 9 / Scale 1":40')
208. Electrical Demolition Plan (Sheet 5 of 9 / Scale 1":40')
209. Electrical Demolition Plan (Sheet 6 of 9 / Scale 1":40')
210. Electrical Demolition Plan (Sheet 7 of 9 / Scale 1":40')
211. Electrical Demolition Plan (Sheet 8 of 9 / Scale 1":40')
212. Electrical Demolition Plan (Sheet 9 of 9 / Scale 1":40')
213. Electrical Demolition Details (Sheet 1 of 2)
214. Electrical Demolition Details (Sheet 2 of 2)

- 215. Overall Proposed Electrical Plan
- 216. Proposed Electrical Plan (Sheet 1 of 9 / Scale 1":40')
- 217. Proposed Electrical Plan (Sheet 2 of 9 / Scale 1":40')
- 218. Proposed Electrical Plan (Sheet 3 of 9 / Scale 1":40')
- 219. Proposed Electrical Plan (Sheet 4 of 9 / Scale 1":40')
- 220. Proposed Electrical Plan (Sheet 5 of 9 / Scale 1":40')
- 221. Proposed Electrical Plan (Sheet 6 of 9 / Scale 1":40')
- 222. Proposed Electrical Plan (Sheet 7 of 9 / Scale 1":40')
- 223. Proposed Electrical Plan (Sheet 8 of 9 / Scale 1":40')
- 224. Proposed Electrical Plan (Sheet 9 of 9 / Scale 1":40')
- 225. Airfield Electrical Details (Sheet 1 of 2)
- 226. Airfield Electrical Details (Sheet 2 of 2)
- 227. Airfield Lighting Details
- 228. Guidance Sign Details
- 229. Guidance Sign Schedule
- 230. Vault Plan



**El Paso International Airport
RS&H, Inc.
El Paso, Texas
February 3, 2021**

PROJECT DESCRIPTION:

- A. The following is our understanding of the project description:
 - 1. Provide electrical engineering services for the removal and replacement of taxiway edge lights and signs associated with the runway 8R-26L Rehabilitation project.

DESIGN PHASES

- A. This proposal is based on the following Design Phases:

Phase	Completion Date
Preliminary Design	
Pre-Final Design	
Final Design	
Bid Phase	
- B. Reproduction of the necessary review, bidding and construction document sets shall be billed in accordance with the Basis of Compensation for services.

SCOPE OF SERVICES

- A. BASIC SERVICES shall consist of the following:
 - 1. PRELIMINARY DESIGN PHASE
 - a. Meetings during the Preliminary Design phase are limited to one (1) meeting at the site for the purpose of initiating the project, coordinating and establishing design criteria and reviewing existing conditions.
 - b. Virtual meetings during Preliminary Design are limited to two (2) meetings for the purpose of coordinating design.
 - c. Review existing as-built documents of the visual aids systems affected under this scope of work.
 - d. Prepare preliminary plans showing impacted areas and associated circuits and infrastructure as well as required modifications or upgrades scope of work.
 - e. Provide evaluation for upgrading the taxiway edge lighting to LED.
 - f. Prepare preliminary construction cost estimate.
 - g. Submit report, sketches and cost estimate for review.
 - 2. PRE-FINAL PHASE
 - a. Virtual meetings during the Pre-Final Design phase are limited to two (2) meetings for the purpose of reviewing design documents and coordination with other trades.
 - b. Prepare demolition drawings for the removal existing runway and taxiway edge lights, signs and associated boxes, conduit and cabling.
 - c. Prepare new electrical plans to include new runway and taxiway edge lights, signs and associated foundations, boxes, conduit, counterpoise and conductors.
 - d. Provide vault upgrades as needed to support the design.
 - e. Provide details necessary for the construction of the scope of work.



**El Paso International Airport
RS&H, Inc.
El Paso, Texas
February 3, 2021**

- f. Provide electrical load analysis and power one-line diagrams as required.
 - g. Provide schematic wiring and control diagrams as required.
 - h. Prepare contract specifications following the FAA criteria.
 - i. Provide contract line item cost estimates as required.
 - j. Provide written responses to preliminary design review comments and incorporate comments into the design as required.
 - k. Submit drawings, cost estimate and specifications for review.
3. FINAL PHASE
- a. Virtual meetings during the Final Design phase are limited to two (2) meeting for the purpose of reviewing design documents and final coordination with other trades.
 - b. Finalize demolition drawings.
 - c. Finalize new electrical plans.
 - d. Finalize vault upgrades.
 - e. Finalize details.
 - f. Finalize electrical load analysis and power one-line diagrams.
 - g. Finalize schematic wiring and control diagrams.
 - h. Finalize contract line item cost estimates.
 - i. Prepare written responses to pre-final design review comments and incorporate comments into the final design as required.
 - j. Finalize specifications.
 - k. Submit final drawings, cost estimate and specifications.
4. BIDDING PHASE
- a. There are no meetings during the Bidding.
 - b. Incorporate comments from review of final plans.
 - c. Submit sealed drawings.
 - d. Provide written responses to bidder questions.
 - e. Incorporate addenda's, if necessary.
 - f. Assist in evaluating bids.
- B. BASIC SERVICES shall consist of preparing the contract documents, including reports, drawings and specifications, for the following facilities:
1. ELECTRICAL ENGINEERING
- a. Remove existing runway and taxiway edge lights and signs with associated infrastructure as required for reconstruction of the pavement work.
 - b. Review the condition of the existing airfield lighting duct systems and circuits for capacity and required modifications to support the design.
 - c. Investigate the condition of the existing facilities including edge lighting and signs impacted under the scope of the project.
 - d. Design new taxiway and runway edge lights and associated signs with new base cans, conduit, counterpoise as required for a complete and functional system.
 - e. Design new airfield signage or update and relocate existing signage as required to support the runway rehabilitation. This includes mandatory instruction signs and runway exit signs.
 - f. Provide dimensions for all new airfield lighting equipment.
 - g. Design new infrastructure as required to support the airfield lighting systems.
 - h. Provide details as necessary for all electrical components.
 - i. Provide electrical one-line diagram and load analysis



**El Paso International Airport
RS&H, Inc.
El Paso, Texas
February 3, 2021**

- j. Provide cost estimates
 - k. Provide specifications
- C. ADDITIONAL SERVICES include, but are not limited to, the following and shall be approved by the client prior to commencement:
- 1. GENERAL
 - a. Revisions to previously performed work as a result of changes to the original design criteria.
 - b. Preparation of Change Orders which alter Ferguson Consulting's Scope of Services.
 - c. Preparation of documents or attendance in the capacity of an expert witness.
 - d. Additional site visits or meetings.
 - 2. ELECTRICAL DESIGN
 - a. Design services which are not documented above but are required to bring the airport up to current FAA AC or NEC or other code requirements.
 - b. Modifying the existing taxiway edge lighting to LED.

DESIGN MEDIA

- A. This project will be produced by Ferguson Consulting, Inc. on the following media.
 - 1. Electronic pdf files for all submittals.
- B. The client shall provide Ferguson Consulting, Inc. with ACAD R2018 CADD based electronic files of the project including site plan with survey data for existing equipment locations and a border to facilitate the design. Also included with be the latest as-built information pertaining to the electrical system circuits and loads.
- C. Final deliverables will include ACAD R18 or higher cadd based electronic files in DWG format.

BASIS OF COMPENSATION for services performed by Ferguson Consulting, Inc.

A. BASIC SERVICES

- 1. For Basic Services as defined in the Scope of Services, we propose that the Basis of Compensation will be a lump sum fee thru bidding phase not to exceed fee of \$84,050.00 (Eighty-four thousand fifty dollars and no/100 Dollars). This lump sum fee is broken into the following categories:

PHASE	DESIGN FEE	EXPENSES
Preliminary Design	\$ 23,535.00	\$ 650.00
Pre-Final Design	\$ 33,620.00	\$ 650.00
Final Design	\$ 10,080.00	\$ 0.00
Bidding	\$ 2,510.00	\$ 0.00
Sub-Total Lump Sum	\$ 69,745.00	\$ 1,300.00
Construction Phase	\$ 9,765.00	\$ 650.00
Close-Out Phase	\$ 2,590.00	
TOTAL BASIC SERVICES/EXPENSES		\$ 84,050.00



**El Paso International Airport
RS&H, Inc.
El Paso, Texas
February 3, 2021**

2. Ferguson Consulting shall invoice at the end of each month. Invoices for services rendered are due following the terms of the Master Agreement.

B. ADDITIONAL SERVICES

1. For Additional Services as defined in the Scope of Services, and all work requested as additional services by the Client will be negotiated and approved prior to commencement.



Mr. Elliot Neph, P.E., LEED GA
RS&H
10748 Deerwood Park Blvd. South
Jacksonville, Florida 32256

Subject: Geotechnical Engineering Services – Revision No. 2
Runway 8R-26L Rehabilitation
El Paso International Airport

Dear Mr. Neph:

We are very pleased to submit this revised proposed scope to RS&H (Client) to provide geotechnical engineering services in connection with the Runway 8R-26L Rehabilitation project at the El Paso International Airport. This revised scope of services addresses the geotechnical items that we received from your office on December 9, December 11, 2020 (document titled Geotechnical Investigation And Engineering Analysis Runway 8R-26L Rehabilitation El Paso International Airport, El Paso, Texas, December 2020 and January 2021).

Project Description

The project will ultimately provide a set of design documents that will comply with current FAA requirements. The overarching goal of the project is to enhance (through maintenance), remove and replace asphalt on Runway 8R-26L to meet current standards, as well address portions of the exits from Taxiways T, S, U, and V. The target construction for this project is 2023. The geotechnical engineering study will be performed in general adherence with FAA guidelines. Furthermore, the project will also include removal and replacement of associated runway edge lights, electrical conduit installation, new guidance and distance remaining signs.

Scope

We have reviewed the project requirements for subsurface investigation for the proposed Runway 8R-26L Rehabilitation project, as well as the revisions suggested by Client via e-mail on December 16, 2020. The project will now include: 1) Runway mill and overlay; 2) Taxiway geometry reconstruction; 3) Shoulder reconstruction; 4) Shoulder rehabilitation; 5) Runway joint and crack repair; and 6) Shoulder/blast pad rehabilitation.

Subsurface Exploration

The subsurface exploration program will consist of the following:

Design Approach	No. of Soil Borings	Depth of Soil Borings	Total Depth
Runway	4	10 ft.	40 ft.
Access Sections	10	10 ft.	100 ft.
Total	14		140 ft.

The proposed boring locations are presented in the revised Exhibit A (attached). Our field processes include following standard drilling methods (ASTM D-6151) using a CME-75 truck mounted drill rig (with checker flag), and we will perform Standard Penetration Test (SPT)

sampling (per ASTM D-1586) as part of our field program. A 140-lb. standard hammer will be used during our operations with a 30-inch free fall. In addition, we will use Hilti equipment to get through the existing hot-mix asphaltic/concrete paving. The soil borings will be backfill with suitable native soils. Our crew will be escorted by Client.

Electrical Resistivity

Given that the project will include electrical components, we will perform six (6) traverse electrical resistivity tests, which will be performed using "A" spacing of 1, 5, 10, 20, 30, 40, 50, 60, 70, 80, 90, and 100 feet between electrodes. The soil resistivity surveys will be performed in accordance with ASTM G-57 (R 2012) using the Wenner Four Electrode Method.

Laboratory Phase

We will perform following tests, as applicable and appropriate:

- Atterberg limits (ASTM D-4318)
- Natural Soil Moisture Content (ASTM D-2216)
- Grain size distribution (ASTM C-422)
- Percent fine than the No. 200 sieve (ASTM D-1140)
- Linear shrinkage factors (ASTM D-4943)
- Discrete soil corrosivity properties (Tex-145-E)
- Moisture-Density Relationship Curves of Subgrade Soils (ASTM D-1557)
- California Bearing Ratio (CBR) tests (ASTM D1883)
- Standard for Quicklime and Hydrated Lime for Soil Stabilization (ASTM C-977)
- Unconfined compressive strength of cohesive soils (ASTM D-2166)

Report

Our report will include the following elements, which will meet FAA requirements:

- Soil stratigraphy and profiles (boring logs)
- Thickness of each layer encountered in each boring
- Boring logs will be submitted for inclusion on the construction documents
- Boring location plan (in 11" X 17" ledger paper)
- Site geology, seismic information, and in-situ soil resistivity data
- Site preparation
- Summary of soil mechanics properties of subsurface soils
- Quantitative extraction and Marshall of asphalt mixtures
- Condition of the material underlying the flexible pavements
- Electrical resistivity data of the subgrade soils
- Modulus of subgrade reaction
- Estimates of settlement/soil expansion/shrinkage related movements
- Groundwater information (if encountered)
- Specifications for trench backfill (material and placement) and select fill
- Determination of suitability of native soils for use as subbase material
- Construction quality control testing requirements (tests and frequencies)
- Factors that may have contributed to excessive pavement structure deterioration



Schedule

We will prepare draft reports (PDF format) for review within four weeks from NTP (contract execution) and final reports (10 copies) within one week after LOI has received comments from Client. This schedule may be adjusted, as it falls within the scheduled presented in the RFQ, which allows for 60 days to complete the preliminary design.

Fee and Agreement

Our proposed lump sum fee is presented below. Exhibit B presents a detailed fee breakdown.

Task No.	Task Description	Base Design
1	Field Phase – subsurface exploration	\$10,535.00
2	Laboratory Phase – soil mechanics	\$11,165.00
3	Geotechnical analysis and report	\$10,830.00
Total		\$32,530.00

We appreciate the opportunity to submit this proposed scope of services and our professional fee. We have reviewed the draft standard agreement between RS&H and we take no exceptions to it. If you have questions or comments concerning this proposal, please let us know.

We look forward to collaborating with the design team toward the successful completion of this project. Thank you.

Respectfully submitted,
LEC ENGINEERING, INC., DBA LOI ENGINEERS

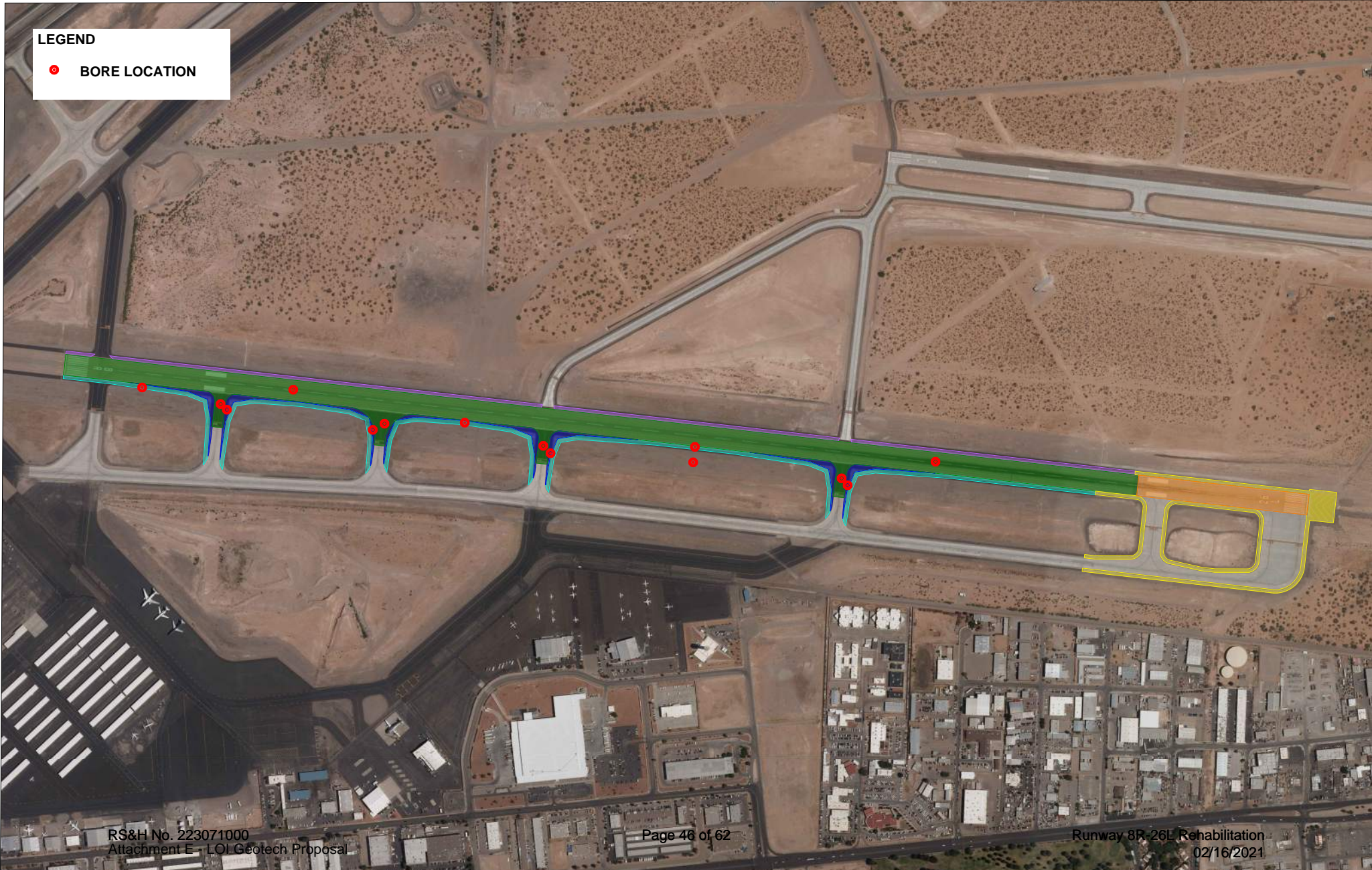


Bernardino Olague, P.E., PMP®
Vice President

Copies Submitted: Above (1) – Via E-mail

LEGEND

● BORE LOCATION



CONFIDENTIAL

EXHIBIT B FEE ESTIMATE (12/14/2020, Rev. 2/4/2021)



Project: El Paso International Airport Runway 8R-26L Rehabilitation
File No. LOIP20-506

Task 1: Field Exploration

Description	Quantity	Units	Rate	Fee
Drilling: 14 borings to 10 ft.	140	ft.	\$20.00	\$2,800.00
SPT	70	ea.	\$6.00	\$420.00
Backfill using grout		ft.	\$6.00	\$0.00
Coring machine	1	ea.	\$225.00	\$225.00
Coring crew	10	hr.	\$105.00	\$1,050.00
Coring depth (10 locations)	150	in.	\$18.00	\$2,700.00
Drill rig mobilization	2	day	\$295.00	\$590.00
Support vehicle	2	day	\$95.00	\$190.00
Field Engineer	8	hour	\$95.00	\$760.00
Logger	16	hour	\$75.00	\$1,200.00
Field Resistivity Tests	4	ea.	\$150.00	\$600.00
Task 1 Total Fee:				\$10,535.00

Task 2: Laboratory Testing

Description	Quantity	Units	Rate	Fee
Moisture Content	70	ea.	\$15.00	\$1,050.00
Sieve Analysis	28	ea.	\$57.50	\$1,610.00
Atterberg Limits	28	ea.	\$58.75	\$1,645.00
Soil moisture-density relationships	7	ea.	\$265.00	\$1,855.00
California Bearing Ratio	7	ea.	\$365.00	\$2,555.00
Percent finer than the No. 200 Sieve	7	ea.	\$50.00	\$350.00
Unconfined strength of clays	3	ea.	\$180.00	\$540.00
Asphalt extraction and Marshall data	2	ea.	\$280.00	\$560.00
Linear shrinkage	2	ea.	\$140.00	\$280.00
pH/sulfates	2	ea.	\$265.00	\$530.00
Staff Engineer	2	hr.	\$95.00	\$190.00
Task 2 Total Fee:				\$11,165.00

Task 3: Engineering Design and Report Preparation

Description	Quantity	Units	Rate	Fee
Drafting	42	hour	\$67.50	\$2,835.00
Clerical	14	hour	\$57.50	\$805.00
Project Engineer	40	hour	\$115.00	\$4,600.00
Principal Engineer	14	hour	\$185.00	\$2,590.00
Reports	1	ea.	\$160.00	\$160.00
Task 3 Total Fee:				\$10,830.00

TOTAL FEE: \$32,530.00



ROMAN BUSTILLOS, P.E., CNU-A.
President

RANDY P. BROCK, P.E., CNU-A.
Executive Vice President

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

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

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

EXHIBIT E

February 5, 2021

Via E-MAIL: Elliot.Neph@rsandh.com

RS&H, Inc.
10748 Deerwood Park Blvd. South
Jacksonville, FA 32256

Attn: Mr. Elliot Neph, PE LEED GA

Re: Base Design Survey for El Paso International Airport (EPIA) - Runway 8R-26L Rehabilitation, being a portion of Sections 31, 32 and 33, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas
Proposal No. 2020-1214-REV2

Dear Mr. Neph:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the above referenced project. The following are our proposed Scopes of Work:

SCOPE OF WORK: (Topographic and Improvement Design Survey):

1. Research and review all available elevation datum control points;
2. Perform a topographic and improvement survey for all of the project subject areas within the base design survey limits of Exhibit 1, topographic and improvement features to include:
 - 2.1. Edge of runway and taxiway pavement edges and shoulder limits
 - 2.2. 1,000-ft boxes at four taxiway intersection-fillets
 - 2.3. Visible pavement markings
 - 2.4. 9-shot cross-sections across R/W and T/W pavement and shoulders within limited area at every 50 feet station
 - 2.5. Concrete joint locations and pavement transition sections
 - 2.6. Lighting fixtures with notation as to whether fixtures are elevated or flush mounted
 - 2.7. Electronic signage structures within 50-feet of the pavement edges
 - 2.8. Runway Approach Lighting System – Lighting pull boxes, pole locations and foundation corners
 - 2.9. Locate above ground visible utilities such as any inlets, manholes, signs, surface expressions of underground conduits, valves, meters, fire hydrants, etc. which are within the survey limits (provide top, bottom and invert elevation for each structure)
 - 2.10. Locate the next connecting structure for each type of utility outside the survey limits identified and with similar feature characteristics within survey limits
 - 2.11. Measure all piping within limits for pipe sizes entering and exiting all structures to be accurately annotated for drainage structures outside the envelope of the limits in order to collect all necessary data for the drainage system
 - 2.12. Intersecting taxiways with accompanying pavement markings and fillets
 - 2.13. Set or locate three (3) temporary benchmarks (TBMs) for use during construction;
 - 2.14. Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88);
 - 2.15. Topography limits shall be extended 25-feet beyond the runway shoulder limits as discussed;
3. Provide three (3) permanent benchmarks within the survey limits, using a recorded closed loop on established control points. Benchmarks shall be mapped and provided in a table of coordinates with elevations;

4. Provide copies of vertical control level loop notes;
5. Provide and check reduced field notes for allowable survey tolerances before being transmitted to the engineer for design;
6. Perform a coordinated utility investigation with RS&H's request of record maps from FAA, EPIA and local utility companies;
7. Prepare a topographic, improvement and utility survey base map for the project site plan and design; and
8. Deliver the survey to the Client as one (1) electronic AutoCAD 2019 drawing; an electronic copy of the surface model file in (XML, DTM or DEM format); a comma delimited .TXT file of all point data; drawing layer report; and PDF copy of the reduced field notes.

EXEMPTIONS:

The following is excluded unless otherwise requested: re-subdivision application; Sub Surface Engineering (S.U.E.) and Sub Surface Utility Mapping (S.U.M.); FAA Circulars; ALTA/NSPS Land Title Survey; title commitment; boundary survey; civil design; grading and drainage design; easement plats; construction staking; special permit application; all permit and application fees; sub-surface utility engineering; landscaping and/or irrigation plans; right-of-way staking; staking of new city monuments; verification of elevations for new city monuments; elevation certificates; subdivision application; SWPPP design and SWPPP implementation and monitoring through construction activities; geotechnical investigation, soils classification; soil percolation testing; pavement design; tax certificates; filing fees; construction permit; Construction NOI and NOT reporting; construction inspections; bid and construction phase services; As-Built survey and record drawings; and any other item not specifically listed in the above scopes of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Surveying Scope of Work within forty (40) working days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$83,444.06** for the above Design Surveying Scope of Work. Charges for any additional work not listed in the above Scopes of Work will be done in accordance with the attached "Other Terms and Conditions"

TERMINATION AGREEMENT:

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

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of a signed copy subcontract for professional services as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Roman Bustillos, P.E., President

**BROCK & BUSTILLOS INC.
PROJECT BUDGET
OVERALL DETAIL SHEET**

PROJECT NAME:	EPIA - BR-26L REHABILITATION	Feb. 05, 2021
----------------------	-------------------------------------	----------------------

	EST. HOURS	HOURLY RATE	COST	TOTAL
3. B&B PRE-FINAL DESIGN PHASE LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Civil Designer	0.0	\$122.00	\$ -	
Engineering Design Technician	0.0	\$89.00	\$ -	
Engineering CAD Draftsman	0.0	\$70.00	\$ -	
Resident Project Representative (RPR)	0.0	\$108.00	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS DESIGN	0.0			\$0.00
B&B SURVEY LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Survey Manager/P.L.S	0.0	\$190.96	\$ -	
Surveyor/P.L.S	0.0	\$197.00	\$ -	
SURVEY CREW - JMC	0.0	\$190.93	\$ -	
Senior Surveying Technician	0.0	\$101.47	\$ -	
Senior Surveying CAD Draftsman	0.0	\$76.37	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS SURVEY	0.0			\$0.00
SUB-CONSULTANT BID PHASE FEE				
SUBCONSULTANT FIRM				
SUB-TOTAL				
TOTAL				
MARK-UP ON SUBCONSULTANTS				
	5.0%	\$ -		\$0.00
MARK-UP ON DIRECT EXPENSES				
	10.0%	\$ -		\$0.00

	EST. HOURS	HOURLY RATE	COST	TOTAL
5. B&B BID PHASE LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Civil Designer	0.0	\$122.00	\$ -	
Engineering Design Technician	0.0	\$89.00	\$ -	
Engineering CAD Draftsman	0.0	\$70.00	\$ -	
Resident Project Representative (RPR)	0.0	\$108.00	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS DESIGN	0.0			\$0.00
B&B SURVEY LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Survey Manager/P.L.S	0.0	\$190.96	\$ -	
Surveyor/P.L.S	0.0	\$197.00	\$ -	
SURVEY CREW - JMC	0.0	\$190.93	\$ -	
Senior Surveying Technician	0.0	\$101.47	\$ -	
Senior Surveying CAD Draftsman	0.0	\$76.37	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS SURVEY	0.0			\$0.00
SUB-CONSULTANT FEE				
SUBCONSULTANT FIRM				
SUB-TOTAL				
TOTAL				
MARK-UP ON SUBCONSULTANTS				
	5.0%	\$ -		\$0.00
MARK-UP ON DIRECT EXPENSES				
	10.0%	\$ -		\$0.00

	EST. HOURS	HOURLY RATE	COST	TOTAL
2. B&B PRELIMINARY DESIGN PHASE LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Civil Designer	0.0	\$122.00	\$ -	
Engineering Design Technician	0.0	\$89.00	\$ -	
Engineering CAD Draftsman	0.0	\$70.00	\$ -	
Resident Project Representative (RPR)	0.0	\$108.00	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS DESIGN	0.0			\$0.00
B&B SURVEY LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Survey Manager/P.L.S	0.0	\$190.96	\$ -	
Surveyor/P.L.S	0.0	\$197.00	\$ -	
SURVEY CREW - JMC	0.0	\$190.93	\$ -	
Senior Surveying Technician	0.0	\$101.47	\$ -	
Senior Surveying CAD Draftsman	0.0	\$76.37	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS SURVEY	0.0			\$0.00
SUB-CONSULTANT FEE				
SUBCONSULTANT FIRM				
SUB-TOTAL				
TOTAL				
MARK-UP ON SUBCONSULTANTS				
	5.00%	\$ -		\$0.00
MARK-UP ON DIRECT EXPENSES				
	10.0%	\$ 38.64		\$3,684.60

	EST. HOURS	HOURLY RATE	COST	TOTAL
4. B&B FINAL DESIGN PHASE LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Civil Designer	0.0	\$122.00	\$ -	
Engineering Design Technician	0.0	\$89.00	\$ -	
Engineering CAD Draftsman	0.0	\$70.00	\$ -	
Resident Project Representative (RPR)	0.0	\$108.00	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS DESIGN	0.0			\$0.00
B&B SURVEY LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Survey Manager/P.L.S	0.0	\$190.96	\$ -	
Surveyor/P.L.S	0.0	\$197.00	\$ -	
SURVEY CREW - JMC	0.0	\$190.93	\$ -	
Senior Surveying Technician	0.0	\$101.47	\$ -	
Senior Surveying CAD Draftsman	0.0	\$76.37	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS SURVEY	0.0			\$0.00
SUB-CONSULTANT FEE				
SUBCONSULTANT FIRM				
SUB-TOTAL				
TOTAL				
MARK-UP ON SUBCONSULTANTS				
	5.00%	\$ -		\$0.00
MARK-UP ON DIRECT EXPENSES				
	10.0%	\$ -		\$0.00

	EST. HOURS	HOURLY RATE	COST	TOTAL
6. B&B CONSTRUCTION PHASE LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Civil Designer	0.0	\$122.00	\$ -	
Engineering Design Technician	0.0	\$89.00	\$ -	
Engineering CAD Draftsman	0.0	\$70.00	\$ -	
Resident Project Representative (RPR)	0.0	\$108.00	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS DESIGN	0.0			\$0.00
B&B SURVEY LABOR				
Principal Engineer	0.0	\$208.00	\$ -	
Project Manager	0.0	\$165.00	\$ -	
Project Engineer	0.0	\$140.00	\$ -	
Senior Survey Manager/P.L.S	0.0	\$190.96	\$ -	
Surveyor/P.L.S	0.0	\$197.00	\$ -	
SURVEY CREW - JMC	0.0	\$190.93	\$ -	
Senior Surveying Technician	0.0	\$101.47	\$ -	
Senior Surveying CAD Draftsman	0.0	\$76.37	\$ -	
Admin	0.0	\$65.00	\$ -	
TOTAL HOURS SURVEY	0.0			\$0.00
SUB-CONSULTANT FEE				
SUBCONSULTANT FIRM				
SUB-TOTAL				
TOTAL				
MARK-UP ON SUBCONSULTANTS				
	5.00%	\$ -		\$0.00
MARK-UP ON DIRECT EXPENSES				
	10.0%	\$ -		\$0.00

OTHER DIRECT COSTS (PRELIMINARY DESIGN PHASE)	NUMBER	COST	SUB-TOTAL	TOTAL
RELEASE (POV)	1	0.540	\$0	
RELEASE - Survey 4X4 Vehicles	3	0.92	\$0	
RELEASE - Survey 4X4 Vehicles	303	201.00	\$60	
SURVEYING SUPPLIES	1	1,100.00	\$1,100	
OFFICE SUPPLIES	1	200.00	\$200	
POSTAGE - 1st Class Mail Letter (1 ea.) - Metered	10	0.97	\$9.70	
PRESENTATION MATERIALS - Renderings	0	-	\$0	
COPIES (11 X 17) - B&W	750	0.60	\$450	
COPIES (11 X 17) - Color	300	1.00	\$300	
COPIES (8.5 X 11) - B&W	500	0.20	\$100	
COPIES (8.5 X 11) - Color	100	0.90	\$90	
COPIES (24 X 36) - B&W	5	7.00	\$35	
MYLARS (24 X 36) - B&W	5	9.00	\$45	
PERMIT/APPLICATION COSTS	3	0.00	\$0	
DELIVERIES	3	40.00	\$120	
DIGITAL PHOTOGRAPHS - CD-ROM	4	75.00	\$300	
CD-ROM FILE COPIES	5	5.00	\$25	
SOFTWARE - Bluebeam - Project Management Platform (3-User Licenses)	3	198.33	\$594.99	
DIRECT EXPENSES MARKUP	0	0.00	\$0.00	
LUMP SUM TOTAL - OTHER DIRECT COSTS (PRELIMINARY DESIGN PHASE)			\$3,884.60	\$3,884.60

OTHER DIRECT COSTS (FINAL DESIGN)	NUMBER	COST	SUB-TOTAL	TOTAL
RELEASE (POV)	1	0.540	\$0	
RELEASE - Survey 4X4 Vehicles	3	0.92	\$0	
RELEASE - Survey 4X4 Vehicles	303	201.00	\$60	
SURVEYING SUPPLIES	1	1,100.00	\$1,100	
OFFICE SUPPLIES	1	200.00	\$200	
POSTAGE - 1st Class Mail Letter (1 ea.) - Metered	10	0.97	\$9.70	
PRESENTATION MATERIALS - Renderings	0	-	\$0	
COPIES (11 X 17) - B&W	750	0.60	\$450	
COPIES (11 X 17) - Color	300	1.00	\$300	
COPIES (8.5 X 11) - B&W	500	0.20	\$100	
COPIES (8.5 X 11) - Color	100	0.90	\$90	
COPIES (24 X 36) - B&W	5	7.00	\$35	
MYLARS (24 X 36) - B&W	5	9.00	\$45	
PERMIT/APPLICATION COSTS	3	0.00	\$0	
DELIVERIES	3	40.00	\$120	
DIGITAL PHOTOGRAPHS - CD-ROM	4	75.00	\$300	
CD-ROM FILE COPIES	5	5.00	\$25	
OTHER	1	-	\$0	
DIRECT EXPENSES MARKUP	0	0.00	\$0.00	
LUMP SUM TOTAL - OTHER DIRECT COSTS (FINAL DESIGN)			\$3,884.60	\$3,884.60

OTHER DIRECT COSTS (CONSTRUCTION PHASE)	NUMBER	COST	SUB-TOTAL	TOTAL
RELEASE (POV)	1	0.540	\$0	
RELEASE - Survey 4X4 Vehicles	3	0.92	\$0	
RELEASE - Survey 4X4 Vehicles	303	201.00	\$60	
SURVEYING SUPPLIES	1	1,100.00	\$1,100	
OFFICE SUPPLIES	1	200.00	\$200	
POSTAGE - 1st Class Mail Letter (1 ea.) - Metered	10	0.97	\$9.70	
CONSTRUCTION PHASE SUPPLIES	3	60.00	\$180	
PRESENTATION MATERIALS - Renderings	0	-	\$0	
COPIES (11 X 17) - B&W	3	0.60	\$1.80	
COPIES (11 X 17) - Color	3	1.00	\$3.00	
COPIES (8.5 X 11) - B&W	3	0.20	\$0.60	
COPIES (8.5 X 11) - Color	3	0.90	\$2.70	
COPIES (24 X 36) - B&W	3	7.00	\$21.00	
MYLARS (24 X 36) - B&W	3	9.00	\$27.00	
PERMIT/APPLICATION COSTS	3	0.00	\$0	
DELIVERIES	3	40.00	\$120	
DIGITAL PHOTOGRAPHS - CD-ROM	4	75.00	\$300	
CD-ROM FILE COPIES	5	5.00	\$25	
OTHER	1	-	\$0	
DIRECT EXPENSES MARKUP	0	0.00	\$0.00	
REIMBURSABLE ONLY - OTHER DIRECT COSTS (CONSTRUCTION PHASE)			\$50.00	\$50.00

RS&H No: 223011000
Attachment E - B&B Topo Survey Proposal

Runway 8R-26 Rehabilitation
02/16/2021

**BROCK & BUSTILLOS INC.
PROJECT BUDGET
SUMMARY SHEET**

PROJECT NAME:	EPIA - 8R-26L REHABILITATION	
PROPOSAL NUMBER:	2020-1214	
REVISION DATE:	February 5, 2021	
FEE TYPE:	Lump Sum	
PREPARED BY:	Roman Bustillos, PE, CNU-A	
PROJECT MGR:	Aaron Alvarado, RPLS	
1 - INVESTIGATIVE/CONCEPT LAYOUT DESIGN PHASE		
B&B ENG LABOR:	\$	-
B&B SURV LABOR:	\$	-
SUB-CONSULTANTS:	\$	-
CONCEPT DESIGN DIRECT EXPENSES:	\$	-
INVESTIGATIVE / CONCEPT LAYOUT FEE:	\$	-
2 - PRELIMINARY DESIGN PHASE		
B&B ENG LABOR:	\$	-
B&B SURV LABOR:	\$	79,391.00
SUB-CONSULTANTS:	\$	-
PRELIMINARY DESIGN DIRECT EXPENSES:	\$	4,053.06
PRELIMINARY DESIGN PHASE FEE:	\$	83,444.06
3 - PRE-FINAL DESIGN PHASE		
B&B ENG LABOR:	\$	-
B&B SURV LABOR:	\$	-
SUB-CONSULTANTS:	\$	-
PRE-FINAL DESIGN DIRECT EXPENSES:	\$	-
PRE-FINAL DESIGN PHASE FEE:	\$	-
4 - FINAL DESIGN PHASE		
B&B ENG LABOR:	\$	-
B&B SURV LABOR:	\$	-
SUB-CONSULTANTS:	\$	-
FINAL DESIGN DIRECT EXPENSES:	\$	-
FINAL DESIGN PHASE FEE:	\$	-
5 - BID PHASE		
B&B ENG LABOR:	\$	-
B&B SURV LABOR:	\$	-
SUB-CONSULTANTS:	\$	-
BID PHASE DIRECT EXPENSES:	\$	-
BID PHASE COSTS:	\$	-
6 - CONSTRUCTION PHASE		
B&B ENG LABOR:	\$	-
B&B SURV LABOR:	\$	-
SUB-CONSULTANTS:	\$	-
CONSTRUCTION PHASE DIRECT EXPENSES:	\$	-
CONSTRUCTION PHASE COSTS:	\$	-

TECHNICAL SPECIALTY/SUBCONSULTANT'S FEES:		
Project Manager/Civil Engineer	Brock & Bustillos Inc.	\$ -
Surveying	Brock & Bustillos Inc.	\$ 79,391.00
		\$ -
Project Related Expenses		\$ 4,053.06
		\$ 83,444.06

TOTAL SURVEY FEES	\$	83,444.06
TOTAL BID COSTS	\$	-
CONSTRUCTION ADMIN COSTS	\$	-
TOTAL CONTRACT AMOUNT	\$	83,444.06

PROJECT BUDGET SHEET-DETAILED SCOPE-HOURS
Brock & Bustillos Inc.

EPIA - 8R-26L REHABILITATION

2/5/2021

	Senior Survey Manager/R.P.L.S. Aaron Alvarado, RPLS	SURVEY CREW - 3MC 3-Man Crew	Surveyor/R.P.L.S. Aaron Alvarado, RPLS	Senior Surveying Technician Jorge Marroquin	Senior Surveying CAD Draftsman Alejandra Gonzalez	Surveying CAD Draftsman Christian Esparza	Admin Valeria Castillo	TOTAL HOURS
PRELIMINARY DESIGN PHASE (75 Calendar Days)	\$190.96	\$ 190.93	\$157.00	\$ 120.00	\$101.47	\$ 76.37	\$ 65.00	
Task 1.04-1.05 - Field Surveys and Design Base Maps								
1.Research and review all available elevation datum control points and field verify, measure, and record data.	3.0	14.0		6.0			2.0	25.0
2.Perform a topographic and improvement survey for all of the project subject areas within the base design survey limits of Exhibit 1, with several topographic and improvement features.	10.0	108.0	16.0	8.0			2.0	144.0
established control points. Benchmarks shall be mapped and provided in a table of coordinates with elevations.	4.0	32.0		10.0		14.0	2.0	62.0
4.Provide copies of vertical control level loop notes.			4.5	4.5			5.0	14.0
5.Provide and check reduced field notes for allowable survey tolerances before being transmitted to the engineer for design.	2.0						3.0	5.0
6.Perform a coordinated utility investigation with RS&H's request of record maps from FAA, EPIA and local utility companies.	2.0	8.0	4.0	2.0	6.0	16.0	6.0	44.0
7.Prepare a topographic, improvement and utility survey base map for the project site plan and design; and	4.0		14.0	32.0	54.0	162.0	2.0	268.0
8.Deliver the survey to the Client as one (1) electronic AutoCAD 2020 drawing; an electronic copy of the surface model file in (.XML, .DTM or .DEM format); a comma delimited .TXT file of all point data; drawing layer report; and PDF copy of the reduced field notes.	2.0		2.0	4.0		4.0	4.0	16.0
QA/QC	20.0			20.0				40.0
Sub-Total Hours - Task 1.04-1.05	47.0	162.0	40.5	86.5	60.0	196.0	26.0	618.0
Sub-Total Hours - PRELIMINARY DESIGN PHASE	47.0	162.0	40.5	86.5	60.0	196.0	26.0	618.0
Sub-Total Labor Cost - PRELIMINARY DESIGN PHASE	\$8,975.12	\$30,930.66	\$6,358.50	\$10,380.00	\$6,088.20	\$14,968.52	\$1,690.00	\$79,391.00
PRE-FINAL DESIGN PHASE (30 Calendar Days)								
Task 1.04-1.05 - Field Surveys and Design Base Maps								
1.Research and review all available elevation datum control points and field verify, measure, and record data.								0.0
2.Perform a topographic and improvement survey for all of the project subject areas within the base design survey limits of Exhibit 1, with several topographic and improvement features.								0.0
3.Provide three (3) permanent benchmarks within the survey limits, using a recorded closed loop on established control points. Benchmarks shall be mapped and provided in a table of coordinates with elevations.								0.0
4.Provide copies of vertical control level loop notes.								0.0
5.Provide and check reduced field notes for allowable survey tolerances before being transmitted to the engineer for design.								0.0
6.Perform a coordinated utility investigation with RS&H's request of record maps from FAA, EPIA and local utility companies.								0.0
7.Prepare a topographic, improvement and utility survey base map for the project site plan and design; and								0.0
8.Deliver the survey to the Client as one (1) electronic AutoCAD 2020 drawing; an electronic copy of the surface model file in (.XML, .DTM or .DEM format); a comma delimited .TXT file of all point data; drawing layer report; and PDF copy of the reduced field notes.								0.0
QA/QC								0.0
Sub-Total Hours - Task 1.04-1.05	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sub-Total Hours - PRE-FINAL DESIGN PHASE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sub-Total Labor Cost - PRE-FINAL DESIGN PHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FINAL DESIGN PHASE (XX Calendar Days)								
Sub-Total Hours - FINAL DESIGN PHASE - SURVEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sub-Total Labor Cost - FINAL DESIGN PHASE - SURVEY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION PHASE								
Sub-Total Hours - CONSTRUCTION PHASE - SURVEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL SURVEY HOURS	47.0	162.0	40.5	86.5	60.0	196.0	26.0	618.0

CONFIDENTIAL

Brock & Bustillos Inc.

Rates Effective: August 1, 2019

**Surveying
Hourly
Rate
Schedule**

Professional

Senior Survey Manager/R.P.L.S.	\$190.96
Surveyor/R.P.L.S.	\$157.00

Technical

GIS Technician	\$106.09
Senior Surveying Technician	\$120.00
Surveying Technician	\$101.47
Senior Surveying CAD Draftsman	\$101.47
Surveying CAD Draftsman	\$76.37
Surveying CAD Draftsman - Intern	\$51.28

Administrative

Administrative Assistant	\$64.00
Administrative Clerk	\$53.00

Field Survey Crews

One Man Survey Crew (Regular Rate-Party Chief)	\$102.56
Two Man (Regular Rate-Party Chief, Rodman)	\$158.20
Three Man (Regular Rate-Party Chief, Instrumentman, Rodman)	\$190.93
Four Man (Regular Rate-Party Chief, Instrumentman, 2-Rodmen)	\$218.20
Flagger (Regular Rate) *This rate can be added to any of the above crews and is per individual Flagger.	\$42.55

Special Field Survey Crew Equipment

Safety - Traffic Control Plan (Typical)	\$1,600.00	Work Zone
Safety - Traffic Control - Setup & Maintenance (Can be Project Specific)	\$402.00	Day
Mileage - Survey 4X4 Vehicles	\$0.92	Mile
Quad All Terrain Runner Usage	\$131.00	Day
Ranger All Terrain Vehicle Usage	\$131.00	Day
*Surveying Supplies (ie, lathes, stakes, flagging, whiskers, nails, rebar, markers, etc, are to be determined per individual task.)		

Other Direct Costs

Mileage - Personal Owned Vehicles	\$0.580	Mile
Postage - Letter Size	\$0.550	Each
Copies (8.5 X 11) - Bond (B&W)	\$0.20	Each
Copies (8.5 X 11) - Bond (Color)	\$0.50	Each
Copies (11 X 17) - Bond (B&W)	\$0.60	Each
Copies (11 X 17) - Bond (Color)	\$1.00	Each
Copies (18 X 24) - Bond (B&W)	\$3.50	Each
Copies (18 X 24) - Bond (Color)	\$5.50	Each
Copies (24 X 36) - Bond (B&W)	\$7.00	Each
Copies (24 X 36) - Bond (Color)	\$13.00	Each
Copies (30 X 42) - Bond (B&W)	\$9.00	Each
Copies (30 X 42) - Bond (Color)	\$15.00	Each
Copies (36 X 48) - Bond (B&W)	\$16.00	Each
Copies (36 X 48) - Bond (Color)	\$19.00	Each
Copies (8.5 X 11) - Mylars (B&W)	\$4.00	Each
Copies (11 X 17) - Mylars (B&W)	\$5.00	Each
Copies (18 X 24) - Mylars (B&W)	\$8.50	Each
Copies (24 X 36) - Mylars (B&W)	\$13.00	Each
Copies (30 X 42) - Mylars (B&W)	\$16.00	Each
Copies (36 X 48) - Mylars (B&W)	\$16.00	Each
Photographs (Digital Format on CD-ROM)	\$0.20	Each
Aerial Video by Drone (Digital Format on DVD-ROM)	\$50.00	Each
Deliveries	\$40.00	Each



ROMAN BUSTILLOS, P.E., CNU-A.
President
RANDY P. BROCK, P.E., CNU-A.
Executive Vice President
SERGIO J. ADAME, P.E., CNU-A
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

EXHIBIT E

December 18, 2020

Via E-MAIL: Elliot.Neph@rsandh.com

RS&H, Inc.
10748 Deerwood Park Blvd. South
Jacksonville, FA 32256

Attn: Mr. Elliot Neph, PE LEED GA

Re: El Paso International Airport (EPIA) - Runway 8R-26L Rehabilitation,
Base Design SWPPP and Permitting
City of El Paso, El Paso County, Texas
Proposal No. 2020-1216

Dear Mr. Neph:

We appreciate the opportunity to present to you our proposal for Professional Engineering Services for the above referenced project. The following are our proposed Scopes of Work:

SCOPE OF WORK 1: (Drainage; SWPPP; EOPCC, Permitting)

1. Prepare General Drainage Construction Notes Sheet;
2. Prepare site coordinate layout control sheet;
3. Prepare drainage plan using Rational Method (No drainage modeling);
4. Prepare civil drainage improvements standard details;
5. Coordinate drainage design with overall site plan and reconstruction plan;
6. Prepare SWPPP Best Management Practices sheet;
7. Coordinate all project permitting with City of El Paso (COEP);
8. Submit SWPPP to City of El Paso (COEP) for Permit Review;
9. Submit Design Documents to City of El Paso (COEP) for Permit Review;
10. Address City's comments, for B&B documents only;
11. Re-submit revised collective drawings to COEP for final approval;
12. Prepare Engineer's Opinion of Probable Construction Costs (EOPCC) for project at each submittal (other design disciplines to provide respective pay items and quantities; B&B to provide local units costs);
13. Provide PDF copy of "Approved for Construction" SWPPP drawings for project; and
14. Furnish PDF drainage drawing and SWPPP files of project phased submittals through RS&H's ProjectWise file transfer platform.

EXEMPTIONS:

The following is excluded unless otherwise requested: resubdivision application; ALTA/NSPS Land Title Survey; title commitment; boundary, topographic and improvement survey; easement plats; construction staking; special permit application; all permit and application fees; sub-surface utility engineering; landscaping and/or irrigation plans; right-of-way staking; staking of new city monuments; verification of elevations for new city monuments; elevation certificates; subdivision application; SWPPP implementation and monitoring through construction activities; geotechnical investigation, soils classification; soil percolation testing; pavement design; tax certificates; filing fees; construction permit; Construction NOI and NOT reporting; construction inspections; bid and construction phase services; As-Built survey and record drawings; and any other item not specifically listed in the above scopes of work.

RS&H, Inc.

Attn: Mr. Elliot Neph, PE LEED GA
Base Design SWPPP and Permitting
Proposal No. 2020-1216
December 18, 2020
Page 2

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work 1 within the scheduled phase submittals, upon receiving your written notice to proceed and completing separate Surveying Scope of Work plus all agency review time.

BASIS OF COMPENSATION:

We propose that **Brock & Bustillos Inc.** be paid a Lump Sum Amount of **\$80,664.85** for the above Civil Scope of Work. Charges for any additional work not listed in the above Scopes of Work will be done in accordance with the attached Standard Agreement of Services.

TERMINATION AGREEMENT:

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

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of a signed copy subcontract for professional services as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Roman Bustillos, PE, CNU-A
President

BROCK & BUSTILLOS INC.
PROJECT BUDGET
SUMMARY SHEET

PROJECT NAME:	EPIA - 8R-26L RECONSTRUCTION - CIVIL DESIGN		
PROPOSAL NUMBER:	2020-1216		
REVISION DATE:	December 18, 2020		
FEE TYPE:	Lump Sum		
PREPARED BY:	Roman Bustillos, PE, CNU-A		
PROJECT MGR:	Sergio J. Adame, PE, CNU-A		
1 - INVESTIGATIVE/CONCEPT LAYOUT DESIGN PHASE			
B&B ENG LABOR:	\$	-	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	-	
CONCEPT DESIGN DIRECT EXPENSES:	\$	-	
INVESTIGATIVE / CONCEPT LAYOUT FEE:		\$	-
2 - PRELIMINARY DESIGN PHASE			
B&B ENG LABOR:	\$	22,168.00	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	-	
PRELIMINARY DESIGN DIRECT EXPENSES:	\$	894.61	
PRELIMINARY DESIGN PHASE FEE:		\$	23,062.61
3 - PRE-FINAL DESIGN PHASE			
B&B ENG LABOR:	\$	20,582.00	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	-	
PRE-FINAL DESIGN DIRECT EXPENSES:	\$	522.85	
PRE-FINAL DESIGN PHASE FEE:		\$	21,104.85
4 - FINAL DESIGN PHASE			
B&B ENG LABOR:	\$	20,618.00	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	-	
FINAL DESIGN DIRECT EXPENSES:	\$	1,072.47	
FINAL DESIGN PHASE FEE:		\$	21,690.47
5 - BID PHASE			
B&B ENG LABOR:	\$	1,984.00	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	-	
BID PHASE DIRECT EXPENSES:	\$	-	
BID PHASE COSTS:		\$	1,984.00
6 - CONSTRUCTION PHASE			
B&B ENG LABOR:	\$	11,794.00	
B&B SURV LABOR:	\$	-	
SUB-CONSULTANTS:	\$	-	
CONSTRUCTION PHASE DIRECT EXPENSES:	\$	1,028.92	
CONSTRUCTION PHASE COSTS:		\$	12,822.92

TECHNICAL SPECIALTY/SUBCONSULTANT'S FEES:

Project Manager/Civil Engineer	Brock & Bustillos Inc.	\$	77,146.00
Surveying	Brock & Bustillos Inc.	\$	-
		\$	-
Project Related Expenses		\$	3,518.85
		\$	80,664.85

TOTAL SURVEY FEES	\$	65,857.93
TOTAL BID COSTS	\$	1,984.00
CONSTRUCTION ADMIN COSTS	\$	12,822.92
TOTAL CONTRACT AMOUNT	\$	80,664.85

PROJECT BUDGET SHEET-DETAILED SCOPE-HOURS

Brock & Bustillos Inc.

Dec/18/2020

PROJECT NAME:

Proposal #:	2020-1216	Project Manager	Project Engineer	Senior Civil Designer	Engineering Design Technician	Engineering CAD Draftsman	Resident Project Representative	Administrative Assistant	TOTAL HOURS
		Sergio J. Adame, PE	Hector Martinez, PE	Alan Esparza	Michelle Montelongo	Jorge Saldana	Raul Issa	Valeria Castillo	
		\$165.00	\$140.00	\$122.00	\$89.00	\$70.00	\$108.00	\$65.00	
		PRELIMINARY DESIGN PHASE (45 Calendar Days)							
Task 100 -	Civil Site Improvement Design								
	1. Prepare General Drainage Construction Notes Sheet								0.0
	2. Prepare site coordinate layout control sheet								0.0
	3. Prepare drainage plan using Rational Method (No drainage modeling);	4.0	16.0	8.0	16.0	32.0			76.0
	4. Prepare civil drainage improvements standard details;	2.0	8.0	4.0	8.0	20.0			40.0
	5. Coordinate drainage design with overall site plan and reconstruction plan	2.0	8.0	4.0	8.0	20.0			42.0
	6. Prepare SWPPP Best Management Practices sheet;								0.0
	7. Coordinate all project permitting with City of El Paso (COEP);								0.0
	8. Submit SWPPP to City of El Paso (COEP) for Permit Review;								0.0
	9. Submit Design Documents to City of El Paso (COEP) for Permit Review;								0.0
	10. Address City's comments on B&B plan sheets (coordinate with other design disciplines), if necessary								0.0
	11. Re-submit revised drawings to COEP for final approval								0.0
	QA/QC	2.0	4.0						6.0
	Sub-Total Hours - Task 100	10.0	34.0	16.0	32.0	72.0	0.0	0.0	164.0
Task 200 -	Opinions of Probable Construction Cost								
	12. Develop construction quantity estimates and prepare Engineer's Opinion of Probable Construction Costs (EOPCC) for project at each submittal (other design disciplines to provide respective pay items and quantities; B&B to provide local units costs).	4.0	4.0	12.0					20.0
	The OPCC will be based on the latest City unit prices. The unit prices will reflect the date of preparation of the OPCC and the Consultant has no control over external factors that affect the cost of labor and materials.								0.0
	*Preliminary Design Phase;								
	*Pre-Final Design Phase; and,	2.0	4.0						6.0
	*Final Design Phase.	4.0	4.0						8.0
	QA/QC								
	Sub-Total Hours - Task 200	10.0	12.0	12.0	0.0	0.0	0.0	0.0	34.0
Task 300 -	Contract Document Deliverables								
	Preliminary Design Phase:								
	*Provide Bluebeam submittal								
	*Provide one (1) Engineer's Opinion of Probable Construction Costs.			2.0		2.0		2.0	6.0
	Pre-Final Design Phase:								
	*Provide Bluebeam submittal								
	*Provide up to one (1) Engineer's Opinion of Probable Construction Costs.								0.0
	Final Design Phase								
	*Provide Bluebeam submittal								
	*Provide one reproducible set of bidding documents including plans and specifications.								
	*Provide up to one (1) set of final bidding documents including project plans and specifications.								
	QA/QC	2.0	2.0						4.0
	Sub-Total Hours - Task 300	2.0	2.0	2.0	0.0	2.0	0.0	2.0	10.0
	Sub-Total Hours - PRELIMINARY DESIGN PHASE	22.0	48.0	30.0	32.0	74.0	0.0	2.0	208.0
	Sub-Total Labor Cost - PRELIMINARY DESIGN PHASE	\$3,630.00	\$6,720.00	\$3,660.00	\$2,848.00	\$5,100.00	\$0.00	\$130.00	\$22,168.00

PROJECT BUDGET SHEET-DETAILED SCOPE-HOURS

Brock & Bustillos Inc.

Dec/18/2020

PROJECT NAME:

Proposal #:	2020-1216	Project Manager	Project Engineer	Senior Civil Designer	Engineering Design Technician	Engineering CAD Draftsman	Resident Project Representative	Administrative Assistant	TOTAL HOURS
		Sergio J. Adame, PE	Hector Martinez, PE	Alan Esparza	Michelle Montelongo	Jorge Saldana	Raul Issa	Valeria Castillo	
		\$165.00	\$140.00	\$122.00	\$89.00	\$70.00	\$108.00	\$65.00	
	PRE-FINAL DESIGN PHASE (30 Calendar Days)								
Task 100 -	Civil Site Improvement Design								
	1. Prepare General Drainage Construction Notes Sheet								0.0
	2. Prepare site coordinate layout control sheet								0.0
	3. Prepare drainage plan using Rational Method (No drainage modeling);	4.0	16.0	8.0	16.0	32.0			76.0
	4. Prepare civil drainage improvements standard details;	2.0	6.0	4.0	8.0	20.0			40.0
	5. Coordinate drainage design with overall site plan and reconstruction plan	2.0	8.0	4.0	8.0	20.0			42.0
	6. Prepare SWPPP Best Management Practices sheet;								0.0
	7. Coordinate all project permitting with City of El Paso (COEP);								0.0
	8. Submit SWPPP to City of El Paso (COEP) for Permit Review;								0.0
	9. Submit Design Documents to City of El Paso (COEP) for Permit Review;								0.0
	10. Address City's comments on B&B plan sheets (coordinate with other design disciplines), if necessary								0.0
	11. Re-submit revised drawings to COEP for final approval								0.0
	QA/QC	2.0	4.0						6.0
	Sub-Total Hours - Task 100	10.0	34.0	16.0	32.0	72.0	0.0	0.0	164.0
Task 200 -	Opinions of Probable Construction Cost								
	12. Develop construction quantity estimates and prepare Engineer's Opinion of Probable Construction Costs (EOPCC) for project at each submittal (other design disciplines to provide respective pay items and quantities; B&B to provide local units costs).	4.0	4.0						8.0
	The EOPCC will be based on the latest City unit prices. The unit prices will reflect the date of preparation of the EOPCC and the Consultant has no control over external factors that affect the cost of labor and materials.								0.0
	13. Provide an opinion of probable construction costs at every submittal.								
	+Preliminary Design Phase;								
	+Pre-Final Design Phase; and,	2.0	4.0	4.0					10.0
	+Final Design Phase.								
	QA/QC	4.0	4.0						8.0
	Sub-Total Hours - Task 200	10.0	12.0	4.0	0.0	0.0	0.0	0.0	26.0
Task 300 -	Contract Document Deliverables								
	1. City Official's approvals shall ultimately dictate design schedule.								0.0
	2. Provide one (1) digital PDF copy.								
	+Provide Bluebeam submittal								
	+Provide one (1) Engineer's Opinion of Probable Construction Costs.								0.0
	3. Preliminary Design Phase;								
	+Provide Bluebeam submittal								
	+Provide one (1) Engineer's Opinion of Probable Construction Costs.								0.0
	4. Pre-Final Design Phase								
	+Provide Bluebeam submittal								
	+Provide up to one (1) Engineer's Opinion of Probable Construction Costs.			2.0		2.0		2.0	6.0
	5. Final Design Phase								
	+Provide Bluebeam submittal								
	+Provide one reproducible set of bidding documents including plans and specifications.								0.0
	+Provide up to one (1) set of final bidding documents including project plans and specifications.								0.0
	QA/QC								0.0
	Sub-Total Hours - Task 300	0.0	0.0	2.0	0.0	2.0	0.0	2.0	6.0
	Sub-Total Hours - PRE-FINAL DESIGN PHASE	20.0	46.0	22.0	32.0	74.0	0.0	2.0	196.0
	Sub-Total Labor Cost - PRE-FINAL DESIGN PHASE	\$3,300.00	\$6,440.00	\$2,684.00	\$2,848.00	\$5,180.00	\$0.00	\$130.00	\$20,582.00

PROJECT BUDGET SHEET-DETAILED SCOPE-HOURS

Brock & Bustillos Inc.

Dec/18/2020

PROJECT NAME:

Proposal #:	2020-1216	Project Manager	Project Engineer	Senior Civil Designer	Engineering Design Technician	Engineering CAD Draftsman	Resident Project Representative	Administrative Assistant	TOTAL HOURS
		Sergio J. Adame, PE	Hector Martinez, PE	Alan Esparza	Michelle Montelongo	Jorge Saldana	Raul Issa	Valeria Castillo	
		\$165.00	\$140.00	\$122.00	\$89.00	\$70.00	\$108.00	\$65.00	
	FINAL DESIGN PHASE (30 Calendar Days)								
	Sub-Total Hours - Task 70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 100 -	Civil Site Improvement Design								
	1. Prepare General Drainage Construction Notes Sheet								0.0
	2. Prepare site coordinate layout control sheet								0.0
	3. Prepare drainage plan using Rational Method (No drainage modeling);	4.0	16.0	8.0	16.0	32.0			76.0
	4. Prepare civil drainage improvements standard details;	2.0	6.0	4.0	8.0	20.0			40.0
	5. Coordinate drainage design with overall site plan and reconstruction plan	2.0	8.0	4.0	8.0	20.0			42.0
	6. Prepare SWPPP Best Management Practices sheet;								0.0
	7. Coordinate all project permitting with City of El Paso (COEP);								0.0
	8. Submit SWPPP to City of El Paso (COEP) for Permit Review;								0.0
	9. Submit Design Documents to City of El Paso (COEP) for Permit Review;								0.0
	10. Address City's comments on B&B plan sheets (coordinate with other design disciplines), if necessary								0.0
	11. Re-submit revised drawings to COEP for final approval								0.0
Task 200 -	Opinions of Probable Construction Cost								
	12. Develop construction quantity estimates and prepare Engineer's Opinion of Probable Construction Costs (EOPCC) for project at each submittal (other design disciplines to provide respective pay items and quantities; B&B to provide local units costs).	4.0	4.0						8.0
	The EOPCC will be based on the latest City unit prices. The unit prices will reflect the date of preparation of the EOPCC and the Consultant has no control over external factors that affect the cost of labor and materials.								0.0
	+Preliminary Design Phase;								
	+Pre-Final Design Phase; and,	2.0	4.0	2.0					8.0
	+Final Design Phase.	4.0	4.0						8.0
	QA/QC								
	Sub-Total Hours - Task 200	10.0	12.0	2.0	0.0	0.0	0.0	0.0	24.0
Task 300 -	Contract Document Deliverables								
	1. City Official's approvals shall ultimately dictate design schedule.								0.0
	+Provide one (1) digital PDF copy.								
	+Provide Bluebeam submittal								
	+Provide one (1) Engineer's Opinion of Probable Construction Costs.								0.0
	3. Preliminary Design Phase;								
	+Provide Bluebeam submittal								
	+Provide one (1) Engineer's Opinion of Probable Construction Costs.								0.0
	+Pre-Final Design Phase								
	+Provide Bluebeam submittal								
	+Provide up to one (1) Engineer's Opinion of Probable Construction Costs.								0.0
	+Provide Bluebeam submittal								
	+Provide one reproducible set of bidding documents including plans and specifications.		2.0	2.0				2.0	8.0
	+Provide up to one (1) set of final bidding documents including project plans and specifications.		2.0						2.0
	Develop Bid Tab								
	QA/QC	2.0	2.0						4.0
	Sub-Total Hours - Task 300	2.0	6.0	2.0	0.0	2.0	0.0	2.0	14.0
	Sub-Total Hours - FINAL DESIGN PHASE	20.0	48.0	20.0	32.0	74.0	0.0	2.0	38.0
	Sub-Total Labor Cost - FINAL DESIGN PHASE	\$3,300.00	\$6,720.00	\$2,440.00	\$2,848.00	\$5,180.00	\$0.00	\$130.00	\$20,618.00

PROJECT BUDGET SHEET-DETAILED SCOPE-HOURS
Brock & Bustillos Inc.

Dec/18/2020

PROJECT NAME:

Proposal #:		Project Manager	Project Engineer	Senior Civil Designer	Engineering Design Technician	Engineering CAD Draftsman	Resident Project Representative	Administrative Assistant	TOTAL HOURS
2020-1216		Sergio J. Adame, PE	Hector Martinez, PE	Alan Esparza	Michelle Montelongo	Jorge Saldana	Raul Issa	Valeria Castillo	
		\$165.00	\$140.00	\$122.00	\$89.00	\$70.00	\$108.00	\$65.00	
BID PHASE	BID PHASE (14 Calendar Days)								
	Prepare Bid Package		2.0				2.0		4.0
	Assist Owner preparing for bids		2.0				2.0		4.0
	Assist in responding to Contractor Questions		2.0				2.0		4.0
	Attend Pre-bid conference		1.0				1.0		2.0
	Prepare addenda to drawings and specs.		1.0				1.0		2.0
	Assist Owner in evaluating bids								0.0
									0.0
	Sub-Total Hours - BID PHASE	0.0	8.0	0.0	0.0	0.0	8.0	0.0	16.0
	Sub-Total Labor Cost - BID PHASE	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$864.00	\$0.00	\$1,984.00
CONSTRUCTION	CONSTRUCTION PHASE								
	Attend pre-construction meeting;	1.0	1.0				1.0		3.0
	Participate with EPIA and Contractor for construction meetings;	2.0	6.0				24.0		32.0
	Address requests for information (RFIs);		2.0				6.0		8.0
	Review submittals and cut-sheets;		1.0				4.0		5.0
	Observe construction of improvements;		4.0				20.0		24.0
	Attend substantial completion walk-through meeting;	4.0	4.0				4.0		12.0
	Prepare punch list for final approval;						4.0		4.0
	Attend final completion walk-through meeting;	2.0	2.0				2.0		6.0
	Prepare as-built survey upon completion;								0.0
	Prepare Record Drawings (based on Contractor's redlines);								0.0
	Prepare improvements certification letter for COEP; and	1.0							1.0
	Prepare construction closeout documents							3.0	3.0
		Sub-Total Hours - CONSTRUCTION PHASE	10.0	20.0	0.0	0.0	0.0	68.0	0.0
	Sub-Total Labor Cost - CONSTRUCTION PHASE	\$1,650.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$7,344.00	\$0.00	\$11,794.00

CONFIDENTIAL

Brock & Bustillos Inc.

EFFECTIVE: 4/11/2019

**Civil
Hourly
Rate
Schedule**

Principal Engineer	\$208.00
Senior Project Manager	\$208.00
Project Manager	\$165.00
Senior Survey Manager/R.P.L.S.	\$195.00
Surveyor/R.P.L.S.	\$166.00
Project Engineer	\$140.00
Design Engineer	\$128.00
Expert Witness (Civil Discipline)	\$314.00

Technical

Senior Civil Designer	\$122.00
Civil Designer	\$90.00
Engineering Design Technician	\$89.00
Senior Engineering CAD Draftsman	\$84.00
Engineering CAD Draftsman	\$70.00
Engineering CAD Draftsman Intern	\$47.00

Administrative

Administrative Assistant	\$65.00
Administrative Clerk	\$52.00

Other Direct Costs

Mileage - Personal Owned Vehicles	\$0.58	Mile
Postage - Letter Size	\$0.55	Each
Copies (8.5 X 11) - Bond (B&W)	\$0.20	Each
Copies (8.5 X 11) - Bond (Color)	\$0.50	Each
Copies (11 X 17) - Bond (B&W)	\$0.60	Each
Copies (11 X 17) - Bond (Color)	\$1.00	Each
Copies (18 X 24) - Bond (B&W)	\$3.50	Each
Copies (18 X 24) - Bond (Color)	\$5.50	Each
Copies (24 X 36) - Bond (B&W)	\$7.00	Each
Copies (24 X 36) - Bond (Color)	\$13.00	Each
Copies (30 X 42) - Bond (B&W)	\$9.00	Each
Copies (30 X 42) - Bond (Color)	\$15.00	Each
Copies (36 X 48) - Bond (B&W)	\$16.00	Each
Copies (36 X 48) - Bond (Color)	\$19.00	Each
Copies (8.5 X 11) - Mylars (B&W)	\$2.00	Each
Copies (11 X 17) - Mylars (B&W)	\$4.00	Each
Copies (18 X 24) - Mylars (B&W)	\$6.50	Each
Copies (24 X 36) - Mylars (B&W)	\$11.00	Each
Copies (30 X 42) - Mylars (B&W)	\$15.00	Each
Copies (36 X 48) - Mylars (B&W)	\$15.00	Each
Deliveries	\$40.00	Each

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

For the project known as “**EL PASO INTERNATIONAL AIRPORT RUNWAY 8R-26L REHABILITATION**” 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 City Design Standards for Construction, 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, unless conflicting with FAA guidelines.
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 - NOT APPLICABLE

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

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 applicable 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 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 negotiations with the appropriate authorities. The Consultant shall

be fully responsible for coordination with affected 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 affected utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. 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.
4. 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. Visit each construction site as listed in Attachment "A", 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Furnish the Owner "record" drawings 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
11. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
12. Notify the Owner of applicable 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.

13. 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.
14. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
15. Prepare detailed renderings, exhibits, for the Project, except as otherwise required herein.
16. 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.

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 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.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLES SCHEDULE**

For the project known as “**EL PASO INTERNATIONAL AIRPORT RUNWAY 8R-26L REHABILITATION**”, hereinafter referred to as the “Project”, the Owner will compensate the Consultant an amount not to exceed **SIX HUNDRED SEVENTY THOUSAND FIFTEEN AND 21/100 DOLLARS (\$670,015.21)** for applicable 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.

Lump Sum Payment to Consultant

Report/Concept Phase	NOT APPLICABLE
Preliminary Design (30% Design)	\$280,658.80
Pre Final Design (60% Design)	\$ 128,304.50
Final Design (90% Design)	\$ 86,938.26
Bidding	\$ 14,431.80
Construction	\$ 159,681.85

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

REPORT PHASE – NOT APPLICABLE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **five (5) copies** of any required documents and opinion of probable construction costs 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. 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 **30 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 **30 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner 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 **5 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 **two (2) consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of electronic media format copies of all record drawings to the Owner within **sixty (60) days** from the date of substantial completion.

19-1004-970

**ATTACHMENT “E”
INSURANCE CERTIFICATE**

Additional Named Insureds

Other Named Insureds

Reynolds, Smith and Hills, Inc. Insured Multiple Names

RS&H ALABAMA, INC.

RS&H ARKANSAS, INC.

RS&H CALIFORNIA, INC.

RS&H COMMERCIAL REALTY, INC.

RS&H IDAHO, P.C.

RS&H ILLINOIS, INC.

RS&H IOWA, P.C.

RS&H MARYLAND, INC.

RS&H MASSACHUSETTS, INC.

RS&H MICHIGAN, INC.

RS&H MISSISSIPPI, P.C.

RS&H MONTANA, P.C.

RS&H NEVADA, INC.

REYNOLDS, SMITH AND HILLS ARCHITECTS-ENGINEERS PLANNERS, P.A.

RS&H ARCHITECT AND ENGINEER, P.C.

RS&H ARCHITECTS-ENGINEERS-PLANNERS, INC.

RS&H OHIO, INC.

RS&H OREGON, ARCHITECTS-ENGINEERS-PLANNERS, P.C.

RS&H PENNSYLVANIA, INC.

TSIOUVARAS SIMMONS HOLDERNESS, INC. (TSH ENGINEERING)

REYNOLDS, SMITH AND HILLS CS, INCORPORATED

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

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

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

A. GENERAL REQUIREMENT FOR CONTRACT

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

B. FAILURE TO COMPLY

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

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

C. CONTRACT PROVISIONS

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

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, 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 final payment is made and all pending matters are closed.

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

2. AFFIRMATIVE ACTION (All AIP funded contracts that exceed \$10,000)

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	57.8%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is El Paso, Texas, El Paso County.

3. 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 \$150,000.)

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.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice.

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.

4. BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)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 Federal Aviation Administration 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 complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

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

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

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.

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

- 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 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 that 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

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

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

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

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

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

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.

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

- 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 that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

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

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

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

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

Date

Signature

Company Name

Title

5. 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.

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

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.

The (tenant/concessionaire/lessee) agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

6. TITLE VI SOLICITATION NOTICE:

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7. CIVIL RIGHTS-TITLE VI COMPLIANCE WITH
NONDISCRIMINATION REQUIREMENTS (all Contracts)

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

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, 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 Nondiscrimination Acts and Authorities 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 Nondiscrimination Acts and Authorities 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

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

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.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

7. CLEAN AIR AND WATER POLLUTION CONTROL (all AIP contracts that exceed \$150,000)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all AIP funded 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.

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

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.

9. COPELAND “ANTI-KICKBACK” ACT (All Professional Service Agreement if tasks result in work that qualifies as Constructions, alteration, or repair and exceeds \$2,000)

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON ACT

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly,

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland act requirements.
The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
6. Subcontracts.
The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
7. Contract Termination: Debarment.
A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act Requirements.
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes Concerning Labor Standards.

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility.**

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

11. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all AIP funded 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.

12. **DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)
Contract Assurance (§ 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 Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

4) Disqualifying the Contractor from future bidding as non-responsible.
Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] 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 [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

13. DISTRACTED DRIVING (All AIP funded Contracts that exceed \$3,500)

TEXTING WHEN DRIVING

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), the Federal Aviation Administration 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 subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

13. ENERGY CONSERVATION REQUIREMENTS (All AIP funded Contracts)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

14. EQUAL EMPLOYMENT OPPORTUNITY (EEO) (All Contracts in excess of \$10,000.00)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor’s EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor’s workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor’s adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor’s minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor’s and failure of such a group to fulfill an obligation shall not be a defense for the Contractor’s noncompliance.

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(all contracts)

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

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

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROHIBITION of SEGREGATED FACILITIES (All AIP funded contracts in excess of \$10,000 for Professional Service Contracts that include tasks that qualify as Construction work as defined by 41 CFR, Part 60)

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

20. PROCUREMENT OF RECOVERED MATERIALS (Applies to any contact that includes Procurement of Products designated by Subpart B of 40 CFR, Part 247, where the purchase price or value of the item exceeds \$10,000 or the value of the quantity acquired by the proceeding fiscal year exceeded \$10,000)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

21. RIGHTS TO INVENTIONS (all AIP-funded projects) (All AIP funded Contracts, in excess of \$10,000.00 for Professional Service Contracts that include tasks that qualify as Construction work as defined by 1 C.F.R. part (a)). (All Contracts with small business firms for non-profit organizations that include performance of experimental, developmental, or research work).

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. SEISMIC SAFETY – PROFESSIONAL SERVICE AGREEMENTS FOR DESIGN (all Contracts for Construction of new buildings and additions to existing buildings financed in whole or in part through AIP)

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

22. SEISMIC SAFETY – CONSTRUCTION SERVICE AGREEMENTS FOR DESIGN

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

23. TAX DELINQUENCY AND FELONY CONVICTIONS (All AIP funded Contracts)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 3) The applicant represents that it is (_____) is not (_____) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 4) The applicant represents that it is (_____) is not (_____) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 5) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 6) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 7) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

8) reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner’s termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner’s discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor’s right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor’s right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1. Perform the services within the time specified in this contract or by Owner approved extension;

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner’s breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

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

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) 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 as published by the Office of the United States Trade Representative (USTR);
- 2) 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

ATTACHMENT “F”
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

26. VETERAN’S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.