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 Johnson, Miriam, & Thompson, Inc., dba ECM International Inc., a JMT Division, a Maryland Corporation authorized to do business in Texas , for a project known as "El Paso International Airport Advanced Manufacturing District Design-Build Owner's Representative" for an amount not to exceed $1,600,470.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $1,700,470; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS 28th DAY OF March 2023.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement
Jerry DeMuro/for
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

HQ 23-506 | Tran #488827 | Capital Improvement District
El Paso International Airport Advanced Manufacturing District- Resolution
RAB

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2023-0246 EPIA Advanced Manufacturing District Design Build Owner's Representative		
	Countryman & Co	*ECM*	*MNK*
Rater 1	71	85	53
Rater 2	65	78	71
Rater 3	77	91	68
Total Raters Score	213	254	192
References	8	8	9
OVERALL SCORE	***221***	***262***	***201***

Firms by Ranking		
#	***Name***	***Total Points***
1	**ECM**	**262**
2	**COUNTRYMAN & CO**	**221**
3	**MNK**	**201**

52

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 28th day of March, 2023 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 Johnson, Miriam, & Thompson, Inc. dba ECM International, Inc., a JMT Division,, a Maryland corporation authorized to do business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"EL PASO INTERNATIONAL AIRPORT - ADVANCED MANUFACTURING DISTRICT DESIGN-BUILD OWNER'S REPRESENTATIVE"**, hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I.
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Intentionally Deleted
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate

ARTICLE II.
PROJECT

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

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed $1,600,470.00 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

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

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

3.2 CONSULTANT'S SERVICES. TheServices to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

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

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

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

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate

remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

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

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

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

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

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

ARTICLE V.
INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of $1,000,00.00 on a claims made basis.

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

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

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

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

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

ARTICLE VI.
FEDERAL AND STATE PROVISIONS

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

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws

of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

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

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith

efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

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

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

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information

Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or

b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

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

information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	ECM, A JMT DIVISION Attn: Mel Herrera 404 Executive Center Blvd. El Paso, Texas 79902

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

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

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

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

(SIGNATURES ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement

Jerry DeMuro/for
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

Tracy Jerome for

This instrument was acknowledged before me on this 5 day of April, 2023, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas.**

Notary Public, State of Texas

ANGEL ROCHA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 06-01-2026
ID#13158986-9

My commission expires:

06·01·26

(Signatures begin on following page)

CONSULTANT:

By: _____
Name: Melchor Herrera
Title: Sr. Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 14 day of March, 2023, by t, on behalf of Consultant.

MARIA R. LUJAN
My Notary ID # 10379574
Expires December 18, 2023

_____
Notary Public, State of Texas

My commission expires:

12/18/2023

ATTACHMENT "A"
SCOPE OF SERVICES

Attachment A
Scope of Work

The Consultant shall serve as the Owner's Representative for the Advanced Manufacturing District consisting at minimum of two 100,000 sq. ft. buildings and one 50,000 sq. ft building to be located on 250 acres inside the airport Air Operations Perimeter fence (AOA). This project is being delivered through a Design-Build (DB) contracting strategy and is to be developed in accordance with the Build Back Better Grant concept paper.

• Owner's Representative efforts shall be led by the Owner's Representative and supported by the Owner's Representative's Technical Team.

• Owner's Representative will be responsible for assessing the City's needs and creating the Design Criteria (Owner Requirements Package) for the project.

• Owner's Representative shall assist City staff on engineering and technical issues related to oversight and management of the design and construction, including but not limited to multi-disciplined design reviews to assure compliance with the owner's requirements, laws, regulations, and other technical requirements, estimating, schedule evaluations, value engineering, and general quality assurance.

• Throughout the term of the agreement, Owner's Representative shall ensure the availability of qualified staff with the discipline-specific expertise and experience to provide the necessary engineering and technical support to the City.

• As requested, Owner's Representative shall attend, participate in, and assist the City staff at project meetings that specifically entail technical issues or need for technical issues and provide support in making decisions regarding technical matters.

• Owner's Representative shall review for accuracy the minutes of such meetings prepared by either the Design Builder (DB) or others. Owner's Representative shall clarify and report any meeting minutes discrepancies affecting the project to City staff.

• Owner's Representative shall develop procedures and practices required of the DB. This includes but is not limited to quality management, document management, and scheduling systems.

• Prepare monthly invoices in accordance with City requirements for review. Invoices shall be clearly presented in an organized manner, with costs distributed among tasks.

• Owner's Representative shall respond to City or DB project related questions.

• Owner's Representative shall provide Construction Management staff to perform construction inspections as well as staff for other services as reasonably assigned by the City in support of the Project.

• Owner's Representative shall assist the City in facilitating, preparing, and reviewing the following typical documents from the DB including but not limited to:

- Quality Assurance Plan
- Procurement Plan
- Safety Plan
- Cost Validation (Guaranteed Maximum Price)
- Risk Allocation Matrix
- Construction Contract, and any other documents typically required by the City
- Design and construction schedules
- Cost estimates

The Scope of the work for Owner's Representative includes but is not be limited to the following tasks:

Pre-award support services

The selected consultant in coordination with the Police, Facilities Maintenance, and the Capital Improvement Departments shall assist in the following pre-award services:

- Reviewing vision for the project
- Reviewing and validating Department functions
- Defining project objectives, priorities, and building requirements,
- Determining the goals, challenges and constraints,
- Reviewing and validating building occupancies, spatial requirements, adjacencies and circulation
- Reviewing and validating site development
- Developing the procurement plan, schedule and procedures,
- Developing the request for qualifications,
- Participating in the evaluation of SOQs from DB offerors,
- Facilitating interviews, where applicable,
- Gathering data (e.g. site, existing facilities, regulatory requirements) including site space, parking and storage needs;
- Developing design criteria documents and performance requirements and limited preliminary design development (bridging documents) including quantifying individual rooms, ancillary spaces, and specialized equipment, developing component diagrams and defining site security and force protection measures.
- Developing performance specifications for interior finishes and systems, City of El Paso and sustainable design standards, building equipment and systems (HVAC, MEP), site infrastructure
- Identifying sustainability requirements including Green Globe, and renewable energy
- Developing the Request for Proposal for DB offerors;
- Defining contract forms, terms and conditions and special provisions,
- Responding to inquiries and drafting addenda, and
- Utilizing a collaborative approach, provide technical review and assist the City in negotiations and performance guarantees.

- Determining testing protocols to be included in the Guaranteed Maximum Price (GMP) contract.
- Evaluating DB proposals including cost validation
- Providing DB contract negotiation support

Post-Award Support/Administration

The selected consultant in coordination with the El Paso International Airport, Facilities Maintenance, and the Capital Improvement Departments and the DB shall assist in the following post award services:

- Facilitating project meetings and progress reviews;
- Providing overall program management, contract administration/management, cost/schedule control, project management, resident engineering oversight, and construction management to complete the project on schedule and within budget.
- Provide an on-site, full time Resident Project Representative's (RPR) to appropriate resources to perform multiple disciplinary inspection services and assure compliance with approved plans, specifications, and submittals
- Engaging in formal partnering program development and implementation;
- Performing design review and construction oversight consisting of schedule analysis, design review and validation, payment requests, and review of quality control and quality assurance efforts by the DB related to the design phase.
- Managing 3rd party building commissioning
- Performing technical review of optional design concepts submitted by the DB and preparing a review summary report.
- Providing advice and guidance to assist staff in coordination and resolution of major project, permitting, environmental, and technical issues to accomplish efficient delivery of the Project.
- Project completion/closeout verification.
- Assistance in dispute resolution, as necessary.

In performing this scope of services, Owner's Representative shall not have any authority or responsibility to supervise, direct, or control the DB's work or the DB's means, methods, techniques, sequences, or procedures of construction. Owner's Representative shall not have authority or responsibility for safety precautions and programs incident to the DB's work or for any failure of the DB to comply with laws, regulations, rules, ordinances, codes or orders applicable to the DB furnishing and performing the work.

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

Professional Services
El Paso International Airport – Advanced Manufacturing District
Design-Build Owner's Representative

PROPOSAL BREAKDOWN AND SCHEDULE

ECM
A JMT DIVISION

Submitted March 7, 2023

NEEDS ASSESSMENT

30 Calendar Days

ECM
A JMT DIVISION

SCOPE	TEAM	LEAD/ MEMBERS	Hours	Hours	Hours	Current Unburden Rate	Total (Unburden)	Total (2.8)
			2023	2024	2025			
Overall QA/QC	JMT	Melchor Herrera						
		Project Executive	8			$ 98.00	$ 784.00	$ 2,195.20
		Expenses						$ -
		Total						$ 2,195.20
Architectural QA/QC	JMT	Donald Kemp						
		Sr. Architect						
		Expenses						
		Total						
PM/Architectural	ECM	Paulo Peres						
		Program Manager	60			$ 75.73	$ 4,543.80	$ 12,722.64
		Project Manager	100			$ 45.00	$ 4,500.00	$ 12,600.00
		Project Controls	40			$ 31.50	$ 1,260.00	$ 3,528.00
		Expenses						$ -
		Total						$ 28,850.64
Civil	ECM	Gerardo Garcia						
		Project Manager	30			$ 68.25	$ 2,047.50	$ 5,733.00
		Project Engineer	20			$ 36.75	$ 735.00	$ 2,058.00
		Expenses						$ -
		Total						$ 7,791.00
Structural	JMT	Chris Reddick						
		Expenses						
		Total						
Mechanical	JMT	Byron Wender						
		Sr. Engineer						
		Expenses						
		Total						
Electrical	JMT	Dimitre Petrov						
		Expenses						
		Total						
Plumbing	JMT	Byron Wender						
		Sr. Engineer						
		Expenses						
		Total						
Fire Protection	JMT	Dimitre Petrov						
		Expenses						
		Total						
IT	JMT	Dimitre Petrov						
		Expenses						
		Total						
Security	JMT	Dimitre Petrov						
		Expenses						
		Total						

PROJECT PROGRAMMING

54 Calendar Days

SCOPE	TEAM	LEAD/ MEMBERS	Hours	Hours	Hours	Current Unburden Rate	Total (Unburden)	Total (2.8)
			2023	2024	2025			
Overall QA/QC	JMT	Melchor Herrera						
		Project Executive	16			$ 98.00	$ 1,568.00	$ 4,390.40
		SR PM	0			$ 93.98	$ -	$ -
		Project Manager	0			$ 79.30	$ -	$ -
		Expenses						$ -
		Total						$ 4,390.40
Architectural QA/QC	JMT	Donald Kemp						
		Sr. Architect						
		Expenses						
		Total						
PM/Architectural	ECM	Paulo Peres						
		Program Manager	154			$ 75.73	$ 11,684.06	$ 32,715.36
		Project Manager	62			$ 45.00	$ 2,777.14	$ 7,776.00
		Project Controls	0			$ 31.50	$ -	$ -
		Expenses						$ -
		Total						$ 40,491.36
Civil	ECM	Gerardo Garcia						
		Project Manager	40			$ 68.25	$ 2,730.00	$ 7,644.00
		Project Engineer	20			$ 36.75	$ 735.00	$ 2,058.00
		Expenses						$ -
		Total						$ 9,702.00
Structural	JMT	Chris Reddick						
		Sr. St Engineer	60			$ 77.18	$ 4,630.80	$ 12,966.24
		Expenses						$ -
		Total						$ 12,966.24
Mechanical	JMT	Byron Wender						
		Sr. Engineer	60			$ 84.00	$ 5,040.00	$ 14,112.00
		Expenses						$ -
		Total						$ 14,112.00
Electrical	JMT	Dimitre Petrov						
		Sr. Electrical	60			$ 84.53	$ 5,071.80	$ 14,201.04
		Expenses						$ -
		Total						$ 14,201.04
Plumbing	JMT	Byron Wender						
		Sr. Engineer	40			$ 84.00	$ 3,360.00	$ 9,408.00
		Expenses						-
		Total						$ 9,408.00
Fire Protection	JMT	Dimitre Petrov						
		Sr. Electrical	30			$ 84.53	$ 2,535.90	$ 7,100.52
		Expenses						
		Total						$ 7,100.52
IT	JMT	Dimitre Petrov						
		Sr. Electrical	30			$ 84.53	$ 2,535.90	$ 7,100.52
		Expenses						$ -
		Total						$ 7,100.52
Security	JMT	Dimitre Petrov						
		Sr. Electrical	30			$ 84.53	$ 2,535.90	$ 7,100.52
		Expenses						$ -
		Total						$ 7,100.52

BRIDGING DOCUMENTS

84 Calendar Days

SCOPE	TEAM	LEAD/ MEMBERS	Hours	Hours	Hours	Current Unburden Rate	Total (Unburden)	Total (2.8)
			2023	2024	2025			
Overall QA/QC	ECM	Melchor Herrera						
		Project Executive	24			$ 98.00	$ 2,352.00	$ 6,585.60
		SR PM	40			$ 93.98	$ 3,759.20	$ 10,525.76
		Project Manager	40			$ 83.27	$ 3,330.80	$ 9,326.24
		BIM Manager	8			$ 58.59	$ 468.72	$ 1,312.42
		Expenses						$ -
		Total						**$ 27,750.02**
Architectural QA/QC	JMT	Donald Kemp						
		Sr. Architect	100			$ 91.88	$ 9,188.00	$ 25,726.40
		Expenses						$ -
		Total						**$ 25,726.40**
PM/Architectural	ECM	Paulo Peres						
		Program Manager	336.00			$ 75.73	$ 25,445.28	$ 71,246.78
		Project Manager	336.00			$ 45.00	$ 15,120.00	$ 42,336.00
		Project Controls	96.00			$ 31.50	$ 3,024.00	$ 8,467.20
		Expenses						$ -
		Total						**$ 122,049.98**
Civil	ECM	Gerardo Garcia						
		Project Manager	100			$ 68.25	$ 6,825.00	$ 19,110.00
		Project Engineer	20			$ 36.75	$ 735.00	$ 2,058.00
		Expenses						$ -
		Total						**$ 21,168.00**
Structural	JMT	Chris Reddick						
		Sr. St Engineer	100			$ 77.18	$ 7,718.00	$ 21,610.40
		St Engineer	60			$ 60.90	$ 3,654.00	$ 10,231.20
		Expenses						$ -
		Total						**$ 31,841.60**
Mechanical	JMT	Byron Wender						
		Sr. Engineer	100			$ 84.00	$ 8,400.00	$ 23,520.00
		Project Engineer	80			$ 57.75	$ 4,620.00	$ 12,936.00
		CADD	60			$ 42.00	$ 2,520.00	$ 7,056.00
		Expenses						$ -
		Total						**$ 43,512.00**
Electrical	JMT	Dimitre Petrov						
		Sr. Electrical	100			$ 84.53	$ 8,453.00	$ 23,668.40
		Electrical	80			$ 54.00	$ 4,320.00	$ 12,096.00
		CADD	60			$ 42.00	$ 2,520.00	$ 7,056.00
		Expenses						$ -
		Total						**$ 42,820.40**
Plumbing	JMT	Byron Wender						
		Sr. Engineer	70			$ 84.00	$ 5,880.00	$ 16,464.00
		Project Engineer	60			$ 55.00	$ 3,300.00	$ 9,240.00
		CADD	40			$ 42.00	$ 1,680.00	$ 4,704.00
		Expenses						$ -
		Total						**$ 30,408.00**
Fire Protection	JMT	Dimitre Petrov						
		Sr. Electrical	70			$ 84.53	$ 5,917.10	$ 16,567.88
		Electrical	60			$ 54.00	$ 3,240.00	$ 9,072.00
		CADD	40			$ 42.00	$ 1,680.00	$ 4,704.00
		Expenses						$ -
		Total						**$ 30,343.88**
IT	JMT	Dimitre Petrov						
		Sr. Electrical	70			$ 84.53	$ 5,917.10	$ 16,567.88
		Electrical	60			$ 54.00	$ 3,240.00	$ 9,072.00
		CADD	40			$ 42.00	$ 1,680.00	$ 4,704.00
		Expenses						$ -
		Total						**$ 30,343.88**
Security	JMT	Dimitre Petrov						
		Sr. Electrical	70			$ 84.53	$ 5,917.10	$ 16,567.88
		Electrical	60			$ 54.00	$ 3,240.00	$ 9,072.00
		CADD	40			$ 42.00	$ 1,680.00	$ 4,704.00
		Expenses						$ -
		Total						**$ 30,343.88**

DB PROCUREMENT & SELECTION

153 Calendar Days

SCOPE	TEAM	LEAD/ MEMBERS	Hours	Hours	Hours	Current Unburden Rate	Total (Unburden)	Total (2.8)
			2023	2024	2025			
Overall QA/QC	ECM	Melchor Herrera						
		Project Executive	20	4		$ 98.00	$ 2,352.00	$ 6,585.60
		SR PM		8		$ 93.98	$ 751.84	$ 2,105.15
		Expenses						
		Total						$ 8,690.75
Architectural QA/QC	JMT	Donald Kemp						
		Sr. Architect						
		Expenses						
		Total						
PM/Architectural	ECM	Paulo Peres						
		Program Manager	80	30		$ 75.73	$ 8,330.30	$ 23,324.84
		Project Manager	-	-		$ 45.00	$ -	$ -
		Project Controls	-	-		$ 31.50	$ -	$ -
		Expenses						$ -
		Total						$ 23,324.84
Civil	ECM	Gerardo Garcia						
		Project Manager	0	0		$ 68.25	$ -	$ -
		Project Engineer	0	0		$ 36.75	$ -	$ -
		Expenses						$ -
		Total						$ -
Structural	JMT	Chris Reddick						
		Sr. St Engineer						
		Expenses						
		Total						
Mechanical	JMT	Byron Wender						
		Sr. Engineer						
		Expenses						
		Total						
Electrical	JMT	Dimitre Petrov						
		Sr. Electrical						
		Expenses						
		Total						
Plumbing	JMT	Byron Wender						
		Sr. Engineer						
		Expenses						
		Total						
Fire Protection	JMT	Dimitre Petrov						
		Sr. Electrical						
		Expenses						
		Total						
IT	JMT	Dimitre Petrov						
		Sr. Electrical						
		Expenses						
		Total						
Security	JMT	Dimitre Petrov						
		Sr. Electrical						
		Expenses						
		Total						

DESIGN MANAGEMENT

203 Calendar Days

NOTE:

This phase to include 100% SD's Review, 100% DD's Review, 60% CD's Review, GMP 1 and 2 Reviews

SCOPE	TEAM	LEAD/ MEMBERS	Hours	Hours	Hours	Current Unburden Rate	Total (Unburden)	Total (2.8)
			2023	2024	2025			
Overall QA/QC	JMT	Melchor Herrera						
		Project Executive		20		$ 98.00	$ 1,960.00	$ 5,488.00
		Expenses						$ -
		Total						**$ 5,488.00**
Architectural QA/QC	JMT	Donald Kemp						
		Sr. Architect		0		$ 91.88	$ -	$ -
		Expenses						$ -
		Total						$ -
PM/Architectural	ECM	Paulo Peres						
		Program Manager		464		$ 75.73	$ 35,138.72	$ 98,388.42
		Project Manager		60		$ 45.00	$ 2,700.00	$ 7,560.00
		Project Controls		0		$ 31.50	$ -	$ -
		Expenses						$ -
		Total						**$ 105,948.42**
Civil	ECM	Gerardo Garcia						
		Project Manager		40		$ 68.25	$ 2,730.00	$ 7,644.00
		Project Engineer		0		$ 36.75	$ -	$ -
		Expenses						$ -
		Total						**$ 7,644.00**
Structural	JMT	Chris Reddick						
		Sr. St Engineer		40		$ 77.18	$ 3,087.20	$ 8,644.16
		ST Engineer		40		$ 60.90	$ 2,436.00	$ 6,820.80
		Expenses						$ -
		Total						**$ 15,464.96**
Mechanical	JMT	Byron Wender						
		Sr. Engineer		40		$ 84.00	$ 3,360.00	$ 9,408.00
		Expenses						$ -
		Total						**$ 9,408.00**
Electrical	JMT	Dimitre Petrov						
		Sr. Electrical		40		$ 84.53	$ 3,381.20	$ 9,467.36
		Expenses						$ -
		Total						**$ 9,467.36**
Plumbing	JMT	Byron Wender						
		Sr. Engineer		40		$ 84.00	$ 3,360.00	$ 9,408.00
		Expenses						$ -
		Total						**$ 9,408.00**
Fire Protection	JMT	Dimitre Petrov						
		Sr. ME		40		$ 84.53	$ 3,381.20	$ 9,467.36
		Expenses						$ -
		Total						**$ 9,467.36**
IT	JMT	Dimitre Petrov						
		Sr. Electrical		40		$ 84.53	$ 3,381.20	$ 9,467.36
		Expenses						$ -
		Total						**$ 9,467.36**
Security	JMT	Dimitre Petrov						
		Sr. Electrical		40		$ 84.53	$ 3,381.20	$ 9,467.36
		Expenses						$ -
		Total						**$ 9,467.36**

CONSTRUCTION MANAGEMENT

365 Calendar Days

SCOPE	TEAM	LEAD/ MEMBERS	Hours	Hours	Hours	Current Unburden Rate	Total (Unburden)	Total (2.8)
			2023	2024	2025			
Overall QA/QC	JMT	Melchor Herrera						
		Project Executive		56	34	$ 98.00	$ 8,820.00	$ 24,696.00
		BIM Manager		10	10	$ 58.59	$ 1,171.80	$ 3,281.04
		Expenses						$ -
		Total						$ 27,977.04
Architectural QA/QC	JMT	Donald Kemp						
		Sr. Architect						
		Expenses						
		Total						
PM/Architectural	ECM	Paulo Peres						
		Program Manager		717	617	$ 75.73	$ 101,023.82	$ 282,866.70
		Project Manager		1103	949	$ 45.00	$ 92,340.00	$ 258,552.00
		Project Controls		551	474	$ 31.50	$ 32,287.50	$ 90,405.00
		Expenses						$ 20,000.00
		Total						$ 651,823.70
Civil	ECM	Gerardo Garcia						
		Project Manager		80	80	$ 68.25	$ 10,920.00	$ 30,576.00
		Expenses						$ -
		Total						$ 30,576.00
Structural	JMT	Chris Reddick						
		Sr. ST Engineer		20	40	$ 77.18	$ 4,630.80	$ 12,966.24
		ST Engineer		20	40	$ 60.90	$ 3,654.00	$ 10,231.20
		Expenses						$ -
		Total						$ 23,197.44
Mechanical	JMT	Byron Wender						
		Sr. Engineer		10	4	$ 84.00	$ 1,176.00	$ 3,292.80
		Project Engineer		20	4	$ 57.75	$ 1,386.00	$ 3,880.80
		Expenses						$ -
		Total						$ 7,173.60
Electrical	JMT	Dimitre Petrov						
		Sr. Electrical		10	4	$ 84.53	$ 1,183.42	$ 3,313.58
		Electrical		20	4	$ 54.00	$ 1,296.00	$ 3,628.80
		Expenses						$ -
		Total						$ 6,942.38
Plumbing	JMT	Byron Wender						
		Sr. Engineer		10	4	$ 84.00	$ 1,176.00	$ 3,292.80
		Project Engineer		20	4	$ 55.00	$ 1,320.00	$ 3,696.00
		Expenses						$ -
		Total						$ 6,988.80
Fire Protection	JMT	Dimitre Petrov						
		Sr. ME		10	4	$ 84.53	$ 1,183.42	$ 3,313.58
		ME		20	4	$ 54.00	$ 1,296.00	$ 3,628.80
		Expenses						$ -
		Total						$ 6,942.38
IT	JMT	Dimitre Petrov						
		Sr. Electrical		10	4	$ 84.53	$ 1,183.42	$ 3,313.58
		Electrical		20	4	$ 54.00	$ 1,296.00	$ 3,628.80
		Expenses						$ -
		Total						$ 6,942.38
Security	JMT	Dimitre Petrov						
		Sr. Electrical		10	4	$ 84.53	$ 1,183.42	$ 3,313.58
		Electrical		20	4	$ 54.00	$ 1,296.00	$ 3,628.80
		Expenses						$ -
		Total						$ 6,942.38

Advanced Manufacturing District

Design-Build Owners Representative - Proposal Fee Costs

SUMMARY BY DISCIPLINE

SCOPE	Total Fee	Expenses	TOTAL (EA)
Overall QA/QC	$ 76,491.41	$ -	$ 76,491.41
Architectural QA/QC	$ 25,726.40	$ -	$ 25,726.40
PM/Architectural	$ 952,488.94	$ 20,000.00	$ 972,488.94
Civil	$ 76,881.00	$ -	$ 76,881.00
Structural	$ 83,470.24	$ -	$ 83,470.24
Mechanical	$ 74,205.60	$ -	$ 74,205.60
Electrical	$ 73,431.18	$ -	$ 73,431.18
Plumbing	$ 56,212.80	$ -	$ 56,212.80
Fire Protection	$ 53,854.14	$ -	$ 53,854.14
IT	$ 53,854.14	$ -	$ 53,854.14
Security	$ 53,854.14	$ -	$ 53,854.14
Cost Estimating	in base fee	in base fee	$ -
	Total Fee		$ 1,600,470

Advanced Manufacturing District

Design-Build Owners Representative - Proposal Fee Costs

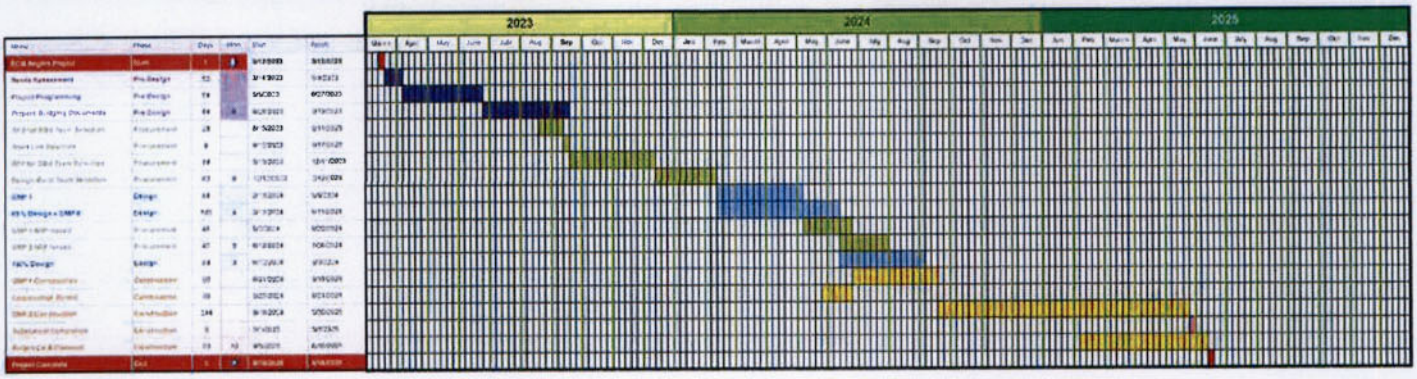
SUMMARY BY PHASE

PHASES		PROJECTED FEE COSTS	NEW FEE PROPOSAL
PHASE 1 - LS	1.0	NEEDS ASSESSMENT	$ 38,837
	1.1	PROJECT PROGRAMMING	$ 126,573
	1.2	BRIDGING DOCUMENTS	$ 436,308
	1.3	DB PROCUREMENT & SELECTION	$ 32,016
	1.4	DESIGN MANAGEMENT	$ 191,231
		PHASE 1 TOTAL	**$ 824,964**
PHASE 2 - T&M	2.1	CONSTRUCTION MANAGEMENT	**$ 775,506**
Total Fee - ECM			**$ 1,600,470**

3/7/2023 revision

Advanced Manufacturing District

Design-Build Owners Representative- Tentative Schedule



ATTACHMENT "C"
INTENTIONALLY DELETED

ATTACHMENT "D"
PAYMENT SCHEDULE

For the project known as "EL PASO INTERNATIONAL AIRPORT ADVANCED MANUFACTURING DISTRICT DESIGN-BUILD OWNER'S REPRESENTATIVE", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed $1,600,470.00 for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Payment to Consultant

Fee to be paid monthly on a task by task basis as a function of the task percent complete

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

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

ATTACHMENT "E"
INSURANCE CERTIFICATE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
11311 McCormick Road
Suite 450
Hunt Valley MD 21031

CONTACT NAME: Certificate Administrator
PHONE (A/C, No, Ext): 443-798-7499 FAX (A/C, No): 443-798-7290
E-MAIL ADDRESS: bw2.bsd.certs@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Continental Insurance Company	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 37715
Johnson, Mirmiran & Thompson, Inc.
40 Wight Avenue
Hunt Valley, MD 21030

COVERAGES **CERTIFICATE NUMBER:** 614077396 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO017137408	9/1/2022	9/1/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP017137508	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			6011444526	9/1/2022	9/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0017137809	9/1/2022	9/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: Solicitation #2023-0246 Advanced Manufacturing District Design-Build Owner's Representative

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell, 2nd Floor
El Paso TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael P. Hoode

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JOHNMIR-02 RJONES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Johnson, Mirmiran & Thompson, Inc.
40 Wight Avenue
Hunt Valley, MD 21030

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			42-EPP-326286-01	12/1/2022	12/1/2023	Per Claim/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Solicitation #2023-0246 Advanced Manufacturing District Design-Build Owner's Representative

30-day Notice of Cancellation will be issued for the Professional Liability policy in accordance with policy terms and conditions.

CERTIFICATE HOLDER

ECM, International Inc.
404 Executive Center Blvd.
El Paso, TX 79902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J Ridley

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