



AGREEMENT FOR PROFESSIONAL SERVICES

City of Killeen

Killeen, Texas

Project No. 15181082

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Killeen** of Killeen, Texas hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Generally, the scope of services includes surveying, geotechnical, and design services for the preparation of a preliminary engineering report for replacing the boarding bridges on Gates 2, 3, 4, and 5 at Killeen-Fort Hood Regional Airport.

GARVER will provide professional services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by the Owner.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. GARVER will begin work under this Agreement within ten (10) days of a Notice to Proceed and will complete the work on a mutually agreeable schedule.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. GARVER's services will be coordinated with the Owner, the FAA, and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER based on progress payments for the lump sum amounts shown in Table 1. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.



The table below presents a summary of the fee amounts and fee types for this contract.

Table 1

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Geotechnical Services	\$27,500	Lump Sum
Surveying Services	\$23,900	Lump Sum
Preliminary Engineering Report	\$231,500	Lump Sum
Project Closeout	\$6,900	Lump Sum
TOTAL FEE	\$289,800.00	

The total amount to be paid under this agreement is \$289,800. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B.

GARVER will request progress payments, and the Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates will be increased annually with the first increase effective on or about July 1, 2016.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Paying all plan review and advertising costs in connection with the project.



5. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
6. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
7. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall, to the extent allowed by law, indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall, to the extent allowed by law, indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry;



but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will provide research regarding utilities and survey utilities located and marked by their owners as indicated in Appendix A. Since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. GARVER shall maintain all required records for 3 years after the Owner makes final payment and all other pending matters are closed.

After completion of the Project, and prior to final payment, GARVER shall deliver to the Owner three (3) paper copies and one (1) digital copy of the final report, including one (1) paper copy and one (1) digital copy to be delivered to the FAA Airport Region Office.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees, to the extent allowed by law, to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their



professional services under this contract.

The Owner agrees, to the extent allowed by law, to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 Design without Construction Phase Services

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's collectable insurance proceeds for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.



SECTION 6 - CONTROL OF SERVICES

This is a Texas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Texas, and venue shall be in Bell County.

This Agreement may be terminated by either party by written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 - OTHER

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.



SECTION 9 – APPENDICES AND EXHIBITS

- 9.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
9.1.1 Appendix A – Scope of Services
9.1.2 Appendix B – Fee Summary
9.1.3 Appendix C – Certification of Engineer
9.1.4 Appendix D – Mandatory Federal Contract Provisions For Professional Services Contracts
9.1.5 Appendix E – Project Area
9.2 This Agreement (consisting of pages 1 to 7, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between the Owner and GARVER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

City of Killeen

GARVER, LLC

By: Signature

By: Signature (Handwritten)

Name: Glenn Morrison Printed Name

Name: FRANK McILWAIN Printed Name

Title: City Manager

Title: VICE PRESIDENT

Date:

Date: 10/26/15

Attest:

Attest: (Handwritten Signature)



**APPENDIX A
SCOPE OF SERVICES
Killen-Fort Hood Regional Airport
Boarding Bridges Replacement – Preliminary Engineering Report**

2.1 General

Generally, the scope of services includes surveying, geotechnical, and design services for the preparation of a preliminary engineering report for replacing the boarding bridges on Gates 2, 3, 4, and 5 at the Killeen-Fort Hood Regional Airport.

2.2 Surveys

2.2.1 Design Surveys

Garver will provide survey data from field work for designing the project, and this survey will be tied to the Client's control network. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, drainage features, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction.

2.3 Geotechnical Services

Garver will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project.

2.4 Coordination

Garver will serve as the Client's representative in the preliminary engineering report phase of the project and furnish consultation and advice to the Client during the performance of this service. Garver will attend meetings, workshops, or conferences alone, with Garver's subconsultants, or with Client's representatives, local officials, state and federal agencies, utility companies, or others regarding the proposed project, its general design, functions, and impact, as indicated in this scope of services.

Interested agencies and utilities, as required to be included for this project, will be invited to attend conferences for review. Garver will furnish information to all known utility owners potentially affected by the project during the development of the report, as necessary, to coordinate efforts and obtain information for any potential utility relocations affected by this project. Garver will include the surveyed locations of the observable and marked utilities in the analysis provided in the preliminary engineering report.

2.5 Preliminary Engineering Report

Garver will be responsible for preparing and delivering a preliminary engineering report in regards to the replacement of the existing boarding bridges at Gates 2, 3, 4, and 5 with new boarding bridges. The report serves to document the design considerations, engineering analysis, and design recommendations.



The report will justify design decisions made by the engineer and will include or address the following:

1. Architectural, structural, security, civil, mechanical, and electrical design considerations.
2. General description of the project including background and history.
3. Schematic layouts, graphics, sketches, and conceptual design criteria with appropriate exhibits to indicate considerations involved and alternative solutions for future design.
4. Documentation of references and guidance used for preparation of the report including applicable AIP and design standards, design aircraft, geometric values, or modification to FAA standards.
5. Delineation of AIP non-participating work, as provided to Garver by the FAA, during the preparation of the report.
6. Status of Client's DBE participation program and identification if previously established goal can or cannot be met.
7. Construction sequencing and phasing, construction safety.
8. Environmental concerns as it relates to the design and construction of the project.
9. Providing information on bridge types, accessories, and benefits of two (2) alternatives and impact of new bridges on existing apron pavement adjacent to bridge.
10. Bridge life cycle cost analysis.
11. Pavement markings within the project work area.
12. Identification of existing drainage features within the vicinity of the project work area and recommendations for improvements required to accommodate bridge options.
13. Research regarding utilities and survey utilities located and marked by their owners or as indicated in record drawings provided by the Owner, including but not limited to gas, water, sanitary sewer, electric, and telecommunications.
14. Voice/telephone and paging/intercom needs.
15. Access control and the potential for new magnetic locks for exterior doors.
16. New cameras or other security features at bridge doors, walkway, and bogey wheel(s).
17. Information on additional security features and accessories, with benefits and alternatives.
18. Engineer's opinion of probable project cost, based on conceptual design efforts, including construction, anticipated design costs, anticipated materials testing, and other applicable costs expected by the Owner for constructing the bridges.
19. Schedule (including project initiation, preliminary engineering report preparation, potential design, potential bid opening, potential construction, and potential project closeout).

Comments received from the Client and FAA that are accepted by Garver will be addressed and implemented at each review milestone.

2.5.1 Research and Records Review

Garver will perform research and records review based on information provided by the Client. This information may include as-built/record drawings, previous reports, or existing conditions data. Information provided to Garver will be assumed to be correct.

2.5.2 Site Visits, Stakeholder's Meeting, Workshop, and Review Meetings

Garver and select subconsultants will conduct and attending in-person meetings, including one (1) project kickoff/site visit/stakeholders meeting, one (1) workshop at approximately 50% complete, and one (1) draft PER review meeting. The final PER review meeting shall be conducted with the Client via teleconference. It is anticipated that the design kickoff, site visit, and stakeholder's meeting will be conducted in one trip.



2.6 Project Deliverables

The following will be submitted to the Client, or others as indicated, by Garver:

1. Three paper and one digital copy of the Preliminary Engineering Report at the workshop (50%) milestone.
2. Three paper and one digital copy of the Preliminary Engineering Report at the Draft review (90%) milestone.
3. Three paper and one digital copy of the Preliminary Engineering Report at the Final (100%) milestone.
4. One paper copy of the Geotechnical Report.

2.7 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Report revisions for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design for refurbishing existing boarding bridges.
4. Pavement or foundation design beyond that required for replacement of the boarding bridges and that furnished in the Geotechnical Report or provided by Garver.
5. Design of any utilities relocation beyond that required for replacement of the boarding bridges and that furnished in the Geotechnical Report or provided by Garver.
6. Design of drainage systems or structures, including a hydrologic model using HEC-HMS, hydrologic analyses of the existing conditions, or analysis of detention on-site.
7. Lighting or other electrical design beyond that required for replacement of the boarding bridges.
8. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
9. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
10. Preliminary and Final Design.
11. Bidding Services.
12. Construction Phase Services.
13. DBE goal development and plan reporting.

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and Garver.

2.8 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work on a mutually agreeable schedule. It is anticipated that the final preliminary engineering report will be submitted to the Client approximately 24 weeks from being issued a Notice to Proceed.

APPENDIX B

Killeen-Fort Hood Regional Airport Boarding Bridges Replacement

FEE SUMMARY

Title I Services	Estimated Fees
Geotechnical Services	\$27,500.00
Surveying Services	\$23,900.00
Preliminary Engineering Report	\$231,500.00
Project Closeout	\$6,900.00
Subtotal for Title I Services	\$289,800.00

APPENDIX B

**Killen-Fort Hood Regional Airport
Boarding Bridges Replacement**

Preliminary Engineering Report

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1	T-2	S-3	C-3	X-1
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Project Development								
Coordination with Airport for Initial Scoping		4						
Coordinate with Subconsultants for Project Scoping/Outline		4						
Develop Final Project Scoping	2	8		4				
Preparation for and Attendance to Project Scoping Meeting with Airport (Including Travel Time)		6		2				
Prepare Request for Categorical Exclusion		8		12				
Coordinate with Geotechnical Engineer for Site Access		1		2				
Coordinate with Airport for Geotechnical Investigation On-Site		2						
Coordinate with Surveyor for Site Access		1		2				
Coordinate with Airport for Surveying Services On-Site		2						
Badging/Security Training with Staff		4						
Develop Quality Control Plan and Establish Design Criteria Requirements		2		6				
Coordinate with Owner for Site Visit/Design Kickoff Meeting/Stakeholder's Meeting		2		4				
Coordinate with Subconsultants for Site Visit/Design Kickoff Meeting/Stakeholder's Meeting		4						
Preparation for and Attendance to Site Visit/Design Kickoff Meeting/Stakeholder's Meeting	8	14		2	4			
Coordinate with the Airport for Record Drawings and Existing Conditions Information		2						
Perform Records Review and Research		2		4	4			
Analyze Geotechnical Data		2		4				
Preliminary Engineering Report								
Coordination with Airport	8	12		4				
Coordination with Subconsultant Designers		12		6				
Preparation for and Attendance to Bi-weekly Team Coordination Meetings (4 Teleconferences)		8		4				
Geotechnical Engineering Recommendations Discussion		1		2				
Coordination with Surveyor for Data Processing in Base Map		1		2		4		
Develop Base Map					2			
Review of Boarding Bridge Layouts		2		1				
General Narrative, Background and Project History		4		6	4			
Identify Applicable AIP Standards, Design Requirements, Safety Dimensions, Design Aircraft, and Geometric Values		6		12	8			
Address Construction Safety		4		6	2			
Analysis for Apron Pavement Adjacent to Bridges		4		8				
Analysis for Apron Pavement Markings		8		12				
Delineation of AIP Non-Participating Work		1		2				
Narrative for Modifications to Standards		1		2				
DBE Participation Narrative		2		8				
Conceptual Site Layout Plan		4		6	8			
Engage Contractor's for Market Value of Materials		4		6	6			
Engineer's Opinion of Probable Cost		4		8	2			
Prepare Project Photographs and Report Graphics		1		2	4			
Prepare 50% Design Information for Workshop		2		8				

Preparation for and Attendance to Workshop		10		4				
Incorporate Workshop Components into Report		2		6	6			
Develop Draft Report		2		8	8			
Quality Control Review	4	4					2	
Implement Quality Control Review Comments		2		8	8			
Reproduction and Assembly of Draft PER				2	2			6
Submit Draft Deliverables		1		4				2
Preparation for and Attendance to Draft PER Review Meeting	8	10		4				
Revise Report Narratives based on Draft PER Review Meeting Comments		4		8	8			
Revise Report Layouts and Exhibits based on Draft PER Review Meeting Comments		4		8	12			
Revise Engineer's Opinion of Probable Cost		2		6				
Quality Control Review	4	4						
Implement Quality Control Review Comments		2		4	4			
Reproduction and Assembly of Final PER				4	4			6
Submit Final Deliverables		1		2				2
Preparation for and Attendance to Final PER Design Review Meeting		10		4				
Reproduction and Publish Final PER		2			4			2
Subtotal - Civil Engineering	34	209	0	219	100	4	2	18
2. Structural Engineering								
Preliminary Engineering Report								
Structural QC Review	2	1						
Subtotal - Structural Engineering	2	1	0	0	0	0	0	0
3. Architectural								
Preliminary Engineering Report								
Architectural QC Review		3						
Subtotal - Architectural	0	3	0	0	0	0	0	0
4. Mechanical Engineering								
Project Development								
Preparation for and Attendance to Site Visit/Design Kickoff Meeting/Stakeholder's Meeting		20						
Coordinate with the PM for Existing Record Drawings		1						
Research and Records Review				4				
Preliminary Engineering Report								
Coordination with Subconsultants		2						
Coordination with Boarding Bridge Manufacturers		4						
Preparation for and Attendance to Bi-weekly Team Coordination Meetings (4 Teleconferences)		4						
Discipline Narrative		2						
Preliminary Mechanical Layout Plan		2		4				
Preliminary Mechanical Engineering Calculations		8		4				
Coordination with Boarding Bridge Manufacturers		4		2				
Engage Contractor's for Market Value of Materials		2						
Engineer's Opinion of Probable Cost		2						
Prepare Information for Team at Workshop		2						
Incorporate Workshop Components into Report		2		4				
Develop Draft Report		2		2				
Quality Control Review	1	2						
Implement Quality Control Review Comments		1		2				
Coordination with PM for Submittal of Draft Deliverables		1						
Preparation for and Attendance to Draft PER Review Meeting		16						
Revise Report Narratives based on Draft PER Review Comments		2		4				
Revise Report Layouts and Exhibits based on Draft PER Review Comments		1		2				
Revise Engineer's Opinion of Probable Cost		2						
Quality Control Review	1	2						
Implement Quality Control Review Comments		1		2				
Submit Final Deliverables		1						
Preparation for and Attendance to Final PER Design Review Meeting (Via Phone)		2						
Subtotal - Mechanical Engineering	2	88	0	30	0	0	0	0

5. Electrical Engineering								
Project Development								
Preparation for and Attendance to Site Visit/Design Kickoff Meeting/Stakeholder's Meeting			16	2				
Coordinate with the PM for Existing Record Drawings				1				
Research and Records Review			2	4				
Preliminary Engineering Report								
Coordination with Subconsultants			2	4				
Coordination with Boarding Bridge Manufacturers			4	2				
Preparation for and Attendance to Bi-weekly Team Coordination Meetings (4 Teleconferences)			4					
Discipline Narrative			4	2				
Analysis of Power Adequate from Existing Building			8	14				
Utility Requirements for Bridge Accessories			1	2				
Preliminary Electrical Layout Plan			4	6				
Engage Contractor's for Market Value of Materials			1					
Engineer's Opinion of Probable Cost			2	4				
Prepare Information for Team at Workshop			2	2				
Develop Draft Report			4	2				
Quality Control Review	4	1						
Implement Quality Control Review Comments			1	2				
Coordination with PM for Submittal of Draft Deliverables			1					
Preparation for and Attendance to Draft PER Review Meeting			10					
Revise Report Narratives based on Owner/FAA Comments			1	2				
Revise Report Layouts and Exhibits based on Owner/FAA Comments			1	2				
Revise Engineer's Opinion of Probable Cost			1	2				
Quality Control Review	4	1						
Implement Quality Control Review Comments				2				
Submit Final Deliverables				1				
Preparation for and Attendance to Final PER Design Review Meeting (Via Phone)			2					
Subtotal - Electrical Engineering	8	2	71	56	0	0	0	0

Hours 46 303 71 305 100 4 2 18

Salary Costs \$12,696.00 \$54,843.00 \$10,792.00 \$33,245.00 \$11,500.00 \$344.00 \$286.00 \$1,134.00

SUBTOTAL - SALARIES: \$124,840.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$1,198.00
Postage/Freight/Courier \$300.00
Office Supplies/Equipment \$50.00
Computer Modeling/Software Use \$50.00
Travel Costs \$3,562.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$5,160.00

SUBTOTAL: \$130,000.00

SUBCONSULTANT FEE:

Corgan \$84,700.00
The Faith Group \$16,800.00

TOTAL FEE: \$231,500.00

APPENDIX B

**Killen-Fort Hood Regional Airport
Boarding Bridges Replacement**

Project Closeout

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-2	C-3	X-1
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Coordinate with Airport for Project/Grant Closeout		4		4				
Sponsor Certifications		2		4				
Final Outlay Report (SF-271)		2		4				
Final Federal Financial Report (SF-425)		2		4				
Distribution of Cost Spreadsheet		2		2				
Summary of DBE Utilization Including Obtaining Statement from Subconsultant DBEs		4		4				
Sponsor Cover Letter				1				
Prepare and Submit Closeout Manual to Airport				2				4
Subtotal - Civil Engineering	0	16	0	25	0	0	0	4

Hours	0	16	0	25	0	0	0	4
Salary Costs	\$0.00	\$2,896.00	\$0.00	\$3,250.00	\$0.00	\$0.00	\$0.00	\$252.00

SUBTOTAL - SALARIES: \$6,398.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$327.00
Postage/Freight/Courier	\$125.00
Office Supplies/Equipment	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$502.00

SUBTOTAL: \$6,900.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$6,900.00



APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT: 3-48-0361-025-2015
STATE: Texas

CERTIFICATION OF ENGINEER

I hereby certify that I am Frank McIlwain and duly authorized representative of the firm of GARVER, LLC, whose address is 3755 S. Capital of Texas Highway, Suite 105, Austin, Texas 78704, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By: 
Frank McIlwain, P.E.

DATE: 10/26/15



APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

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

- 1.1 Compliance with Regulations. The Engineer (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.
- 1.2 Nondiscrimination. The Engineer, 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 subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer 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.
- 1.5 Sanctions for Noncompliance. In the event of an engineer'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:
 - 1.5.1. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - 1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.



1.6 Incorporation of Provisions. The Engineer 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 Engineer will take action with respect to any subcontract 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 Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13): The Engineer or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer 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.

3.2 Prompt Payment (§26.29): The Engineer agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Engineer receives from the Sponsor. The



Engineer agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant'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 Sponsor. This clause applies to both DBE and non-DBE subconsultants.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by executing this contract, 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 Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer 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.

6. BREACH OF CONTRACT TERMS

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



7. RIGHTS TO INVENTIONS

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

8. TRADE RESTRICTION CLAUSE

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

- 8.1. 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 published by the Office of the United States Trade Representative (USTR);
- 8.2. 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of



records in order to render, in good faith, the certification required by this provision. The knowledge and information of an engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

9. TERMINATION OF CONTRACT

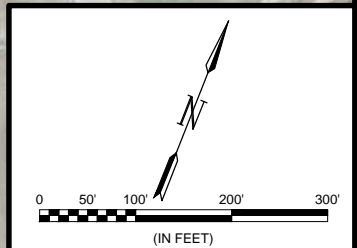
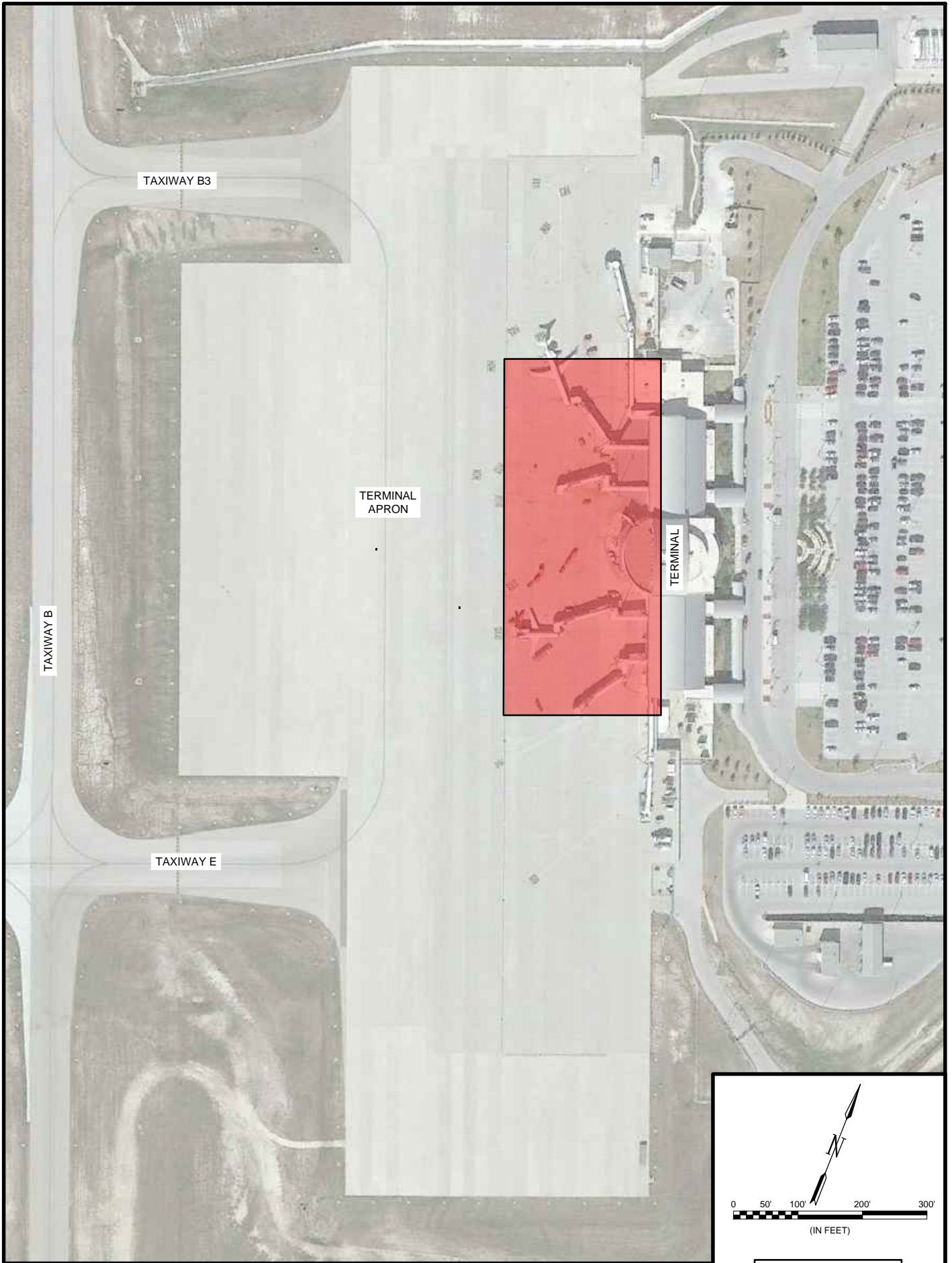
- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise)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


10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract, the Engineer certifies that at the time the Engineer executes this contract that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Appendix E - Project Area

File: L:\2014\14181080 - Killeen-Ft Hood Airport 2014\Boarding Bridges\FAA Exclusion Layouts.dwg Last Save: 8/18/2015 9:21 AM Last saved by: NRWeston
Last plotted by: Weston, Natalie R. Plot Style: AECmono.ctb Plot Date: 8/18/2015 9:23 AM Plotter used: DWG To PDF.pc3



LEGEND	
	APPROXIMATE PROJECT AREA



KILLEEN - FORT HOOD REGIONAL AIRPORT
BOARDING BRIDGES REPLACEMENT