



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 design, bidding services, and construction phase services for improvements to Killeen-Fort Hood Regional Airport. Improvements will consist primarily of replacing the existing boarding bridges on Gates 2, 3, 4, and 5 with new metal bridges, and adding security improvements and a baggage conveyor to Gates 1 and 6.

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 GARVER.

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 on a lump sum and hourly rate basis. 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.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Preliminary Design (50%)	\$133,700	Lump Sum
Final Design (95%)	\$105,400	Lump Sum
Construction Documents (100%)	\$25,900	Lump Sum
Bidding Services	\$14,800	Lump Sum
Construction Materials Testing	\$29,800	Lump Sum
Resident Project Representative	\$161,000	Hourly (estimated)
Construction Administration	\$120,900	Lump Sum
Project Closeout	\$7,900	Lump Sum
TOTAL FEE	\$599,400.00	

The lump sums and hourly (NTE) fees, as indicated in the table above, to be paid under this agreement is \$599,400. 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, 2017.

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 indemnify, to the extent allowed by law, 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 submittals as indicated in Appendix A.



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

In the event GARVER's Scope of Services under this agreement is amended to exclude project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

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 collectible 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 allowed 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 the venue shall be in Bell County.

This Agreement may be terminated by either party by seven (7) days 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.

By signing this contract, Vendor (or whatever term is used in the specific contract) hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 9 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Appendix A – Scope of Services
 - 8.1.2 Appendix B – Fee Summary
 - 8.1.3 Appendix C, “Certification of Engineer”.
 - 8.1.4 Appendix D, “Mandatory Federal Contract Provisions For Professional Services Contracts”.
 - 8.1.4 Appendix E, Project Limits
- 8.2 This Agreement (consisting of pages 1 to 8, 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

Name: Ronald L. Olson
Printed Name

Name: Frank O. McIllwain
Printed Name

Title: City Manager

Title: Vice President

Date: _____

Date: 9/11/2017

Attest: _____

Attest: 



APPENDIX A

SCOPE OF SERVICES KILLEEN-FORT HOOD REGIONAL AIRPORT KILLEEN, TEXAS

1.1 General

Generally, the scope of services includes design, bidding services, and construction phase services for improvements to Killeen-Fort Hood Regional Airport. Improvements will consist primarily of replacing the existing boarding bridges on Gates 2, 3, 4, and 5 with new metal bridges, and adding security improvements and a baggage conveyor to Gate 1 and 6.

1.2 Surveys

1.2.1 Design Surveys

Surveying services will not be a part of this scope.

1.2.2 Property Surveys

Property surveys will not be a part of this scope.

1.3 Geotechnical Services

Geotechnical services will not be a part of this scope.

1.4 Coordination

Garver will serve as the Client's representative in the preliminary phase of the project and furnish consultation and advice to the Client during the performance of this service. Garver will attend preliminary conferences alone or with Client's representatives, local officials, state and federal agencies, utility companies and others regarding the proposed project, its general design, functions, and impact. Garver will assist the Client in ordering and directing the accomplishment of such special services as may be necessary. Garver will prepare preliminary and final design plans (50%, 95%, and 100% milestones), and submit copies for review and approval to the Client and FAA in the number required. Garver will attend conferences for review and conduct coordination conference of interested agencies and utilities, if required.

1.5 Utility Coordination

Garver will furnish digital copies of the plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

1.6 Environmental Services

Environmental services will not be a part of this scope.



1.7 Drainage Study

Drainage studies will not be a part of this scope.

1.8 Preliminary & Final Design

Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Client and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA or Department of Labor as appropriate for incorporation into the specifications for the proposed project.

Garver will submit to the FAA Airport's Regional Office advance copies of the plans and specifications and cost estimates for review. Garver will make any additions to respond to comments by the FAA, and when the documents have been approved, Garver will furnish plans to the FAA and to the Client for bidding and coordination purposes.

The preliminary and final design will address the following:

1. Architectural, structural, security, civil, mechanical, and electrical design considerations, as identified in the previously accepted preliminary engineering report for the bridges on Gates 2, 3, 4, and 5.
2. Construction sequencing and phasing, construction safety.
3. Drainage improvements, as necessary, within the project limits.
4. Water line and storm sewer relocation within the project limits.
5. Voice/telephone, paging/intercom, and access control.
6. New cameras or other security features at bridge doors, walkway, and bogey wheel(s).
7. Engineer's opinion of probable project cost, based on design milestones.

The boarding bridge improvements are itemized as part of Option 1 in the previously approved preliminary engineering report, performed by Garver in a separate agreement.

1.9 Property Acquisition Documents

Property acquisition document will not be a part of this scope.

1.10 Bidding Services

Garver will assist the Client in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and perform the bid opening. The Client will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Client as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called



"Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Client concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Client in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Client in the execution of all contract documents and furnish a sufficient number of executed documents for the Client, Contractor and FAA.

1.11 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Support the Client's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the Client. The work shall include the preparation of opinions of costs, preliminary plans, applications for local, state, and federal funds, and services required to support the Client's applications for funds.
2. Prior to issuing the Notice to Proceed letter, Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.
3. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
4. Prepare for and attend utilities coordination meeting, as necessary.
5. Attend progress/coordination meetings with the Client /Contractor.
6. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
7. Consult with and advise the Client during the construction period. Garver will submit, when requested by the Client, written reports to the Client on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Client such periodic reports and information as may be required by the FAA.
8. Issue instructions to the Contractor on behalf of the Client and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
9. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Client regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right



to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

10. Maintain a set of working drawings and prepare and furnish record drawings.
11. Provide full-time resident construction observation services for the estimated construction contract performance time of 244 calendar days (approximately eight months). If the construction time extends beyond the time established in this agreement or if the Client wishes to increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.
12. When authorized by the Client, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
13. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Client during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Submit FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the preconstruction conference.
- Administer the "Construction Management Plan" prepared by Garver.
- Prepare a Construction Materials Quality Control Summary to be submitted weekly/monthly to the FAA. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."
- Assist the Client in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.

In performing construction observation services, Garver will endeavor to protect the Client against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the



observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Client immediately, so that appropriate action under the Client's contract with the Contractor can be taken.

As a minimum, Garver's project manager or his qualified representative will visit the site of the work on the average of once during each thirty (30) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when his presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. Garver's project engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.

1.12 Project Deliverables

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

1. Three paper copies and one digital copy of the 50% Preliminary Design (drawings, specifications, and opinion of probable construction cost) to both the FAA and the Client. Drawings will be half size.
2. One digital copy of the 50% Preliminary Plans to each potentially affected utility company, as necessary.
3. Three paper copies and one digital copy of the 95% Final Design (drawings, specifications, and opinion of probable construction cost) to both the FAA and the Client. Two paper and one digital copy of the 95% Final Design to Fort Hood. Drawings will be half size.
4. One digital copy of the revised 95% Final Plans to each potentially affected utility company, as necessary.
5. Three paper copies of the Final Plans and Specifications to the Contractor. Drawings will be full size.
6. Three paper copies and one digital copy of the 100% Construction Documents (drawings, specifications, and opinion of probable construction cost) to both the FAA and the Client. Drawings will be half size.
7. Three paper copies and one digital copy of the Construction Management Plan to both the FAA and the Client.
8. Digital copies of approved shop drawings/submittals from the Contractor.
9. One paper and one digital copy of the record drawings to the FAA, Fort Hood, and Client.
10. Electronic files as requested.

1.13 Extra Work

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

1. 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. Improvements to Gates 1 and 6, excluding the water cabinet on Gate 6, and excluding security and baggage conveyor installation on Gates 1 and 6.
5. FF&E selections for loose furnishings.
6. Signage design (to be provided by vendor).
7. Updates to airport security plan.
8. Testing of cabling to determine routing, usability, or condition.



9. Surveying services.
10. Geotechnical services.
11. Reprogramming telephony systems, new or existing.
12. Reprogramming existing VMS and ACS.
13. Pavement or foundation design beyond that required for replacement of the boarding bridges and that furnished in the Geotechnical Report or provided by Garver.
14. 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.
15. 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.
16. Lighting or other electrical design beyond that required for replacement of the boarding bridges.
17. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
18. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
19. 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.

1.14 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in a mutually agreeable schedule.

Preliminary Design	8 weeks after kick off meeting
Final Design	6 weeks after receipt of preliminary design review comments
Construction Documents	3 weeks after receipt of final design review comments
Bidding Services	as-needed
Construction Phase Services	as-needed
Project Closeout	as-needed

APPENDIX B

City of Killeen Boarding Bridges Replacement

FEE SUMMARY

Title I Services	Estimated Fees
Preliminary Design (50%)	\$133,700.00
Final Design (95%)	\$105,400.00
Construction Documents (100%)	\$25,900.00
Bidding Services	\$14,800.00
Subtotal for Title I Services	\$279,800.00
Title II Services	
<i>Construction Materials Testing (HVJ Associates)</i>	<i>\$29,800.00</i>
<i>Resident Project Representative (JDT RPR Services)</i>	<i>\$161,000.00</i>
Construction Administration	\$120,900.00
Project Closeout	\$7,900.00
Subtotal for Title II Services	\$319,600.00

APPENDIX B

City of Killeen Boarding Bridges Replacement

Preliminary Design (50%)

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-2	X-1
	hr	hr	hr	hr	hr	hr	hr
1. Project Management/Administration							
Prepare Quality Control Plan					2		
Prepare for and Attend Project Kickoff Meeting (includes travel time)		5					
Prepare for and Attend Designer Kickoff Meeting (teleconference)		2			1		
Biweekly Design Coordination Meeting (teleconference)		4					
Weekly Progress Reports to Airport		2					
Coordination with Airport During Design		4					
Coordination with Subconsultants During Design		4					
Quality Control Reviews		2					
Final Review of Submittal		1					
Reproduction and Assembly of Preliminary Submittal							2
Submit Preliminary Submittal							1
Preparation for and Attendance to Preliminary Design Review Meeting		5					
Preliminary Design Review Meeting Minutes		1					
Subtotal - Project Management/Administration	0	30	0	0	3	0	3
2. Civil Engineering							
Project Kickoff Meeting (teleconference)				1			
Coordination with Subconsultants				2			
Coordination with City Water Dept.				2			
Biweekly Design Coordination Meeting (teleconference)				4			
Grading and Drainage Design				3			
Pavement Design				3			
Preliminary Plans							
Project Layout Plan				1		2	
Construction Safety and Phasing Plan				2		4	
Construction Safety and Phasing Details						2	
Erosion Control Plan				2		4	
Erosion Control Details				1		1	
Survey Layout Plan						1	
Site Layout Plan				1		4	

Site Details				2			
Civil Demolition Plan				2		2	
Drainage Improvements Plan				2		4	
Drainage Improvements Details				2		4	
Waterline Installation Plan				2		4	
Waterline Details				2		2	
Marking Removal Plan				1		2	
Marking Layout Plan				1		2	
Marking Details						1	
Technical Specifications				2			
City of Killeen Front End Documents		1		4			
Quantities				2			
Engineer's Opinion of Probable Cost				2			
Quality Control Review				2			
Implement QC Comments						2	
Prepare Preliminary Design Submittal						1	
Preliminary Design Review Meeting (teleconference)				2			
Subtotal - Civil Engineering	0	1	0	50	0	42	0
3. Mechanical Engineering							
Project Kickoff Meeting		12					
Coordination with PM		2					
Coordination with Subconsultants		2					
Biweekly Design Coordination Meeting (teleconference)		4					
Preliminary Plans							
Mechanical Overall Plan		4				2	
Mechanical Layout Plan		4				2	
Mechanical Schedule		4				2	
Mechanical Details		4				2	
Specifications		4					
Engineer's Opinion of Probable Cost		2					
Quality Control Review		2					
Implement QC Comments						2	
Prepare Preliminary Design Submittal						1	
Preliminary Design Review Meeting (teleconference)		2					
Subtotal - Mechanical Engineering	0	46	0	0	0	11	0
4. Electrical Engineering							
Project Kickoff Meeting (in person)			8				
Coordination with PM			2				
Coordination with Subconsultants			2				

Biweekly Design Coordination Meeting (teleconference)			4				
Voltage Drop Calculations			2		2		
Preliminary Plans							
Electrical Demolition Plans			2		4		
Electrical Installation Plans (Gates 2, 3, 4, 5)			4		6		
Electrical Installation Plans (Conveyors, Gates 1, 6)			2		4		
Electrical One-Line Diagram			2		4		
Electrical Panel Schedules			2		4		
Electrical Details			1		4		
Specifications			2		6		
Engineer's Opinion of Probable Cost			2		4		
Quality Control Review	4		2				
Implement QC Comments			2		4		
Prepare Preliminary Design Submittal					1		
Preliminary Design Review Meeting (teleconference)			2				
Subtotal - Electrical Engineering	4	0	41	0	43	0	0

Hours 4 77 41 50 46 53 3

Salary Costs \$1,232.00 \$15,554.00 \$7,011.00 \$7,250.00 \$5,612.00 \$6,837.00 \$213.00

SUBTOTAL - SALARIES: \$43,709.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$341.00
Postage/Freight/Courier \$150.00
Office Supplies/Equipment \$50.00
Computer Modeling/Software Use \$50.00
Travel Costs \$1,200.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,791.00

SUBTOTAL: \$45,500.00

SUBCONSULTANTS FEE:

Corgan \$73,600.00
Faith Group \$14,600.00

TOTAL FEE: \$133,700.00

APPENDIX B

City of Killeen Boarding Bridges Replacement

Final Design (95%)

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-2	X-1
	hr	hr	hr	hr	hr	hr	hr
1. Project Management/Administration							
Biweekly Design Coordination Meeting (teleconference)		4					
Weekly Progress Reports to Airport		2					
Coordination with Airport During Design		2					
Coordination with Subconsultants During Design		3					
Quality Control Reviews		2					
Final Review of Submittal		1					
Reproduction and Assembly of Final Submittal		1					2
Preparation for and Attendance to Final Design Review Meeting		5					
Final Design Review Meeting Minutes		1					
Subtotal - Project Management/Administration	0	21	0	0	0	0	2
2. Civil Engineering							
Coordination with Subconsultants				2			
Coordination with City Water Dept.				2			
Biweekly Design Coordination Meeting (teleconference)				4			
Grading and Drainage Design				2			
Pavement Design		2		1			
Final Plans							
Project Layout Plan				1		2	
Construction Safety and Phasing Plan		2		1		2	
Construction Safety and Phasing Details						1	
Erosion Control Plan						1	
Erosion Control Details						1	
Survey Layout Plan						1	
Site Layout Plan				1		2	
Site Details				1			
Civil Demolition Plan				1		2	
Drainage Improvements Plan				2		2	
Drainage Improvements Details				1		2	
Waterline Installation Plan		1		2		2	
Waterline Details		1		1		2	

Marking Removal Plan				1		1	
Marking Layout Plan				1		2	
Marking Details						2	
Technical Specifications		2		6			
Revise/Submit Obstruction Evaluation Study (7460)							
City of Killeen Front End Documents		2		4			
Quantities				2			
Engineer's Opinion of Probable Cost				2			
Quality Control Review				2			
Implement QC Comments						6	
Final Design Review Meeting (teleconference)				2			
Subtotal - Civil Engineering	0	10	0	40	0	31	0
3. Mechanical Engineering							
Coordination with Subconsultants		2					
Biweekly Design Coordination Meeting (teleconference)		4					
Final Plans							
Mechanical Overall Plan		2				2	
Mechanical Layout Plan		2				2	
Mechanical Schedule		2				2	
Mechanical Details		2				2	
Specifications		2					
Engineer's Opinion of Probable Cost		2					
Quality Control Review		2					
Implement QC Comments						2	
Final Design Review Meeting (teleconference)		2					
Subtotal - Mechanical Engineering	0	22	0	0	0	10	0
4. Electrical Engineering							
Coordination with Subconsultants			2				
Biweekly Design Coordination Meeting (teleconference)			4				
Final Plans							
Electrical Demolition Plans			1		2		
Electrical Installation Plans (Gates 2, 3, 4, 5)			2		4		
Electrical Installation Plans (Conveyors, Gates 1, 6)			1		2		
Electrical One-Line Diagram			1		2		
Electrical Panel Schedules			1		2		
Electrical Details			1		2		
Specifications			4				
Engineer's Opinion of Probable Cost			2		4		
Quality Control Review	2		4				
Implement QC Comments			2		2		

Final Design Review Meeting (teleconference)			2				
Subtotal - Electrical Engineering	2	0	27	0	20	0	0

Hours	2	53	27	40	20	41	2
Salary Costs	\$616.00	\$10,706.00	\$4,617.00	\$5,800.00	\$2,440.00	\$5,289.00	\$142.00

SUBTOTAL - SALARIES: \$29,610.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$440.00
Postage/Freight/Courier	\$150.00
Office Supplies/Equipment	\$50.00
Computer Modeling/Software Use	\$50.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$790.00

SUBTOTAL: \$30,400.00

SUBCONSULTANTS FEE:

Corgan	\$66,300.00
Faith Group	\$8,700.00

TOTAL FEE: \$105,400.00

APPENDIX B

City of Killeen Boarding Bridges Replacement

Construction Documents (100%)

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-2	X-1
	hr	hr	hr	hr	hr	hr	hr
1. Project Management/Administration							
Biweekly Design Coordination Meeting (teleconference)		1					
Weekly Progress Reports to Airport		1					
Coordination with Airport During Design		1					
Coordination with Subconsultants During Design		1					
Quality Control Reviews		1					
Final Review of Submittal		1					
Reproduction and Assembly of Construction Documents Submittal		1					2
Subtotal - Project Management/Administration	0	7	0	0	0	0	2
2. Civil Engineering							
Coordination with Subconsultants				1			
Biweekly Design Coordination Meeting (teleconference)				1			
Construction Documents							
Project Layout Plan						1	
Construction Safety and Phasing Plan						1	
Construction Safety and Phasing Details						1	
Erosion Control Plan						1	
Erosion Control Details						1	
Survey Layout Plan						1	
Site Layout Plan						2	
Site Details						1	
Civil Demolition Plan						1	
Drainage Improvements Plan						2	
Drainage Improvements Details						1	
Waterline Installation Plan						1	
Waterline Details						1	
Marking Removal Plan						1	
Marking Layout Plan						1	

Marking Details						1	
Technical Specifications				1			
City of Killeen Front End Documents				1			
Engineer's Opinion of Probable Cost				2			
Quantities				1			
Quality Control Review				2			
Implement QC Comments						2	
Subtotal - Civil Engineering	0	0	0	9	0	20	0
3. Mechanical Engineering							
Coordination with Subconsultants		2					
Biweekly Design Coordination Meeting (teleconference)		1					
Construction Documents							
Mechanical Overall Plan		1				1	
Mechanical Layout Plan		1				1	
Mechanical Schedule		1				1	
Mechanical Details		1				1	
Specifications		1					
Engineer's Opinion of Probable Cost		1					
Quality Control Review		1					
Implement QC Comments						1	
Subtotal - Mechanical Engineering	0	10	0	0	0	5	0
4. Electrical Engineering							
Coordination with Subconsultants			1				
Biweekly Design Coordination Meeting (teleconference)			1				
Construction Documents							
Electrical Demolition Plans			1		1		
Electrical Installation Plans (Gates 2, 3, 4, 5)			1		2		
Electrical Installation Plans (Conveyors, Gates 1, 6)			1		1		
Electrical One-Line Diagram			1		1		
Electrical Panel Schedules			1		1		
Electrical Details			1		1		
Specifications			2				
Engineer's Opinion of Probable Cost			1		2		
Quality Control Review	2		1				
Implement QC Comments			1		2		
Subtotal - Electrical Engineering	2	0	13	0	11	0	0

Hours	2	17	13	9	11	25	2
Salary Costs	\$616.00	\$3,434.00	\$2,223.00	\$1,305.00	\$1,342.00	\$3,225.00	\$142.00
SUBTOTAL - SALARIES:		\$12,287.00					
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$463.00						
Postage/Freight/Courier	\$150.00						
Office Supplies/Equipment	\$50.00						
Computer Modeling/Software Use	\$50.00						
Travel Costs	\$0.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$713.00					
SUBTOTAL:		\$13,000.00					
SUBCONSULTANTS FEE:							
Corgan		\$7,400.00					
Faith Group		\$5,500.00					
TOTAL FEE:		\$25,900.00					

APPENDIX B

City of Killeen Boarding Bridges Replacement

Bidding Services

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	X-1
	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management/Administration								
Dispense plans and specs to prospective bidders			1			2		
Bidder's Inquiries			4					
Addendums			2					
Prepare for and Attend Pre-Bid Meeting			6					
Bid Opening			5					
Prepare Bid Tabulation			1			1		
Evaluate Bids and Recommend Award			2			1		
Coordinate with Contractor for Securities, Insurance, and Contracts						1		
Prepare Construction Contracts			2					4
Issue Notice of Award			1					
Subtotal - Civil Engineering	0	0	24	0	0	5	0	4
2. Civil Engineering								
Bidder's Inquiries					2			
Addendums					1		2	
Subtotal - Civil Engineering	0	0	0	0	3	0	2	0
3. Mechanical Engineering								
Bidder's Inquiries			2					
Addendums			1					
Prepare for and Attend Pre-Bid Meeting (teleconference)			2					
Subtotal - Mechanical Engineering	0	0	5	0	0	0	0	0

4. Electrical Engineering								
Bidder's Inquiries				2				
Addendums				1		2		
Prepare for and Attend Pre-Bid Meeting (teleconference)				2				
Subtotal - Electrical Engineering	0	0	0	5	0	2	0	0

Hours	0	0	29	5	3	7	2	4
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Salary Costs	\$0.00	\$0.00	\$6,119.00	\$890.00	\$453.00	\$889.00	\$270.00	\$296.00
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SUBTOTAL - SALARIES: \$8,917.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$283.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$50.00
Computer Modeling/Software Use	\$50.00
Travel Costs	\$200.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$583.00

SUBTOTAL: \$9,500.00

SUBCONSULTANTS FEE:

Corgan	\$4,100.00
Faith Group	\$1,200.00

TOTAL FEE: \$14,800.00

APPENDIX B

City of Killeen Boarding Bridges Replacement

Construction Administration

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	hr	hr	hr	hr	hr	hr	hr
1. Project Management/Administration							
Preconstruction Meeting			5				
Utility Coordination Meeting			2				
Progress Meetings with Contractor/City			12				
Monthly Pay Requests			9	4			
Shop Drawings/Material Submittals			2				
Record Drawings			2				4
On-Site Meetings (8 total)			40				
Prepare Change Orders			4	4			
Final Project Inspection and Punchlist			5	2			
Subtotal - Project Management/Administration	0	0	81	10	0	0	4
2. Civil Engineering							
Preconstruction Meeting (teleconference)				2			
Response to Inquiries			6	4			
Shop Drawings/Material Submittals			2	2		6	
Record Drawings				1			6
Subtotal - Civil Engineering	0	0	8	9	0	6	6
3. Mechanical Engineering							
Preconstruction Meeting (teleconference)			2				
Response to Inquiries			4				
Shop Drawings/Material Submittals			4				
Record Drawings			2				
On-Site Meetings (1 meeting)			12				
Final Project Inspection and Punchlist			12				
Subtotal - Mechanical Engineering	0	0	36	0	0	0	0

4. Electrical Engineering							
Preconstruction Meeting (in person)				8			
Response to Inquiries				4			
Shop Drawings/Material Submittals				6		6	
Record Drawings				2		3	
On-Site Meetings (1 meeting)				8			
Final Project Inspection and Punchlist				8			
Subtotal - Electrical Engineering	0	0	0	36	0	9	0

Hours	0	0	125	55	0	15	10
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Salary Costs	\$0.00	\$0.00	\$26,375.00	\$9,790.00	\$0.00	\$1,905.00	\$1,350.00
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SUBTOTAL - SALARIES: \$39,420.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$430.00
Postage/Freight/Courier	\$250.00
Office Supplies/Equipment	\$50.00
GPS Equipment	\$50.00
Travel Costs	\$3,800.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$4,580.00

SUBTOTAL: \$44,000.00

SUBCONSULTANTS FEE:

Corgan	\$57,500.00
Faith Group	\$19,400.00

TOTAL FEE: \$120,900.00



APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT: 3-48-0361-026-2016
STATE: TEXAS

CERTIFICATION OF ENGINEER

I hereby certify that I am _____ and duly authorized representative of the firm of GARVER, LLC, whose address is 2300 Greenhill Drive, Suite 110, Round Rock, Texas 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: _____

DATE: _____



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

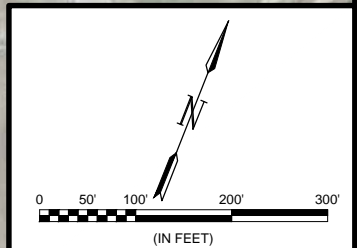
- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) 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 Limits

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