

CITY OF CORPUS CHRISTI

MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES FOR CORPUS CHRISTI INTERNATIONAL AIRPORT (CCIA) PROJECTS

This Agreement is between the City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or designee and GARVER, an Arkansas Corporation, 3010 Gaylord Parkway, Suite 190, Frisco, Texas (Consultant).

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ARTICLE I – PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many tasks as City and Consultant agree will be performed under the terms and conditions of this Agreement. Each task Consultant performs for City hereunder shall be designated a Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both City and Consultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 The Consultant shall provide its Scope of Services, to be included in each Task Order. The Scope of Services shall include all associated services required for Consultant to provide such Services, pursuant to this Agreement, and any and all Services which would normally be required by law or common due diligence.
- 1.3 Under this Agreement, Consultant will provide services on a Task Order basis for a range of services related to assisting the Engineering Services and Aviation Departments with professional engineering, architecture and construction services related to execution of Airport Capital Improvements Programs. All work will be subject to authorization from City. A detailed Scope of Services and fee estimate will be developed for each task prior to execution of work.
- 1.4 Consultant must comply with FAA and City standards, as specified in the UDC or Code of Ordinances, as applicable, throughout the duration of the Project, unless specifically and explicitly excluded from doing so in the approved Task Order.
- 1.5 Consultant must perform tasks and submit deliverables as detailed in each approved Task Order.
- 1.6 Consultant must provide all labor, equipment and transportation necessary to complete all services agreed to in a timely manner throughout the term of the Agreement. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as requested by City. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant.
- 1.7 Consultant must not begin work on any Task Order authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed.

ARTICLE II – COMPENSATION

- 2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed \$1,500,000.00.
- 2.2 The Consultant's fee for each Task Order will be on a lump sum or time and materials (T&M) basis with a negotiated not-to-exceed amount. The fees will not exceed those identified and will be full and total compensation for all services outlined in each Task Order, and for all expenses incurred in performing these services.
- 2.3 Consultant shall submit a proposal to the City, which shall be incorporated into this agreement as **Exhibit B**, subject to approval by the City.
- 2.4 Consultant shall submit a Rate Schedule, shown in **Exhibit B-1**, with their proposal. The rate schedule shall remain confidential pursuant to section 552.104 of the Texas Government Code since release of this information would give advantage to a competitor or bidder. In addition, section 552.110 of the TX Govt. Code protects third party commercial and financial information if release of the information would cause the third party substantial competitive harm.

- 2.5 Monthly invoices will be submitted in accordance with the Payment Request (**Exhibit C**). For T&M basis fees, Consultant shall submit documentation with the monthly invoice that shows who worked on the Project, the number of hours that each individual worked on the Project and reimbursables for that individual.

2.5.1 Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The Consultant shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.

- 2.6 The anticipated fee structure under this agreement is as follows:

DESCRIPTION	NOT TO EXCEED AMOUNT
Maximum Contract Amount	\$1,500,000.00
Task 1 – Design and Bid Phase Services for the Perimeter Fence Replacement and Improvements Project	TBD
Task 2 – TBD	TBD
Task 3 – TBD	TBD
Task 4 – TBD	TBD
Task 5 – TBD	TBD
Task 6 – TBD	TBD

- 2.7 All services shall be performed and the applicable standard of professional care set forth herein and to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion. City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director.
- 2.8 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any Task Order or as final compensation or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.
- 2.9 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final Payment Request.
- 2.10 Any fee payable under this Agreement is subject to the availability of funds. The Consultant may be directed to suspend work pending receipt and appropriation of funds.

ARTICLE III – QUALITY CONTROL PLAN

- 3.1 The Consultant agrees to perform quality assurance-quality control/constructability reviews (QCP Review). In the event that the City retains a separate consultant to perform additional QCP services for the City, the Consultant will provide all necessary information to the City, address any comments from the City's consultant and provide resolution to the City's satisfaction.
- 3.2 The Consultant will perform QCP Reviews at intervals during the design phase to ensure plans, specifications and drawings satisfy accepted quality standards and meet the requirements of the Project scope. Based on the findings of the QCP Review, the Consultant must reconcile the project scope and

Construction Estimate as needed. Documentation will be included that verifies interdisciplinary coordination has occurred.

- 3.3 The Consultant will perform constructability reviews, using persons with construction experience, at appropriate intervals during the design phase to ensure that the Project is buildable, as well as cost-effective, biddable and maintainable. Based on the findings of the constructability reviews, the Consultant will redesign the Project, as required, and provide interim construction estimates.
- 3.4 Consultant is responsible for the accuracy and competency of its QCP reviews and final construction documents. Documents that do not meet City standards may be rejected. Consultant will not be compensated for having to resubmit documents.

ARTICLE IV - INSURANCE REQUIREMENTS

- 4.1 Consultant must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- 4.2 Consultant must furnish to the Director of Engineering Services with the signed Agreement 2 copies of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim \$2,000,000 Aggregate (Defense costs shall be outside policy limits) If claims made policy, retro date must be prior to inception of agreement, have

	extended reporting period provisions and identify any limitations regarding who is insured.
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory
Employer's Liability	\$500,000 /\$500,000 /\$500,000

- 4.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.
- 4.4 Applicable for paid employees, Consultant must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Consultant will be promptly met. An All States Endorsement shall be required if Consultant is not domiciled in the State of Texas.
- 4.5 Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. **Consultant is required to provide City with renewal Certificates.**
- 4.6 Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:
- City of Corpus Christi
Attn: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277
- 4.7 **Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- 4.7.1 List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy and professional liability/Errors & Omissions policy;
- 4.7.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- 4.7.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- 4.7.4 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- 4.8 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- 4.9 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- 4.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.
- 4.11 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- 4.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

ARTICLE V – INDEMNIFICATION

Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, or other entity, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnatee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

ARTICLE VI – MANDATORY CONTRACT PROVISIONS FOR AIRPORT PROJECTS

- 6.1 Consultant must comply with all mandatory federal contract provisions for Professional Services (A/E) Contracts, included as **Exhibit F**.
- 6.2 Consultant agrees to include the contract provisions in **Exhibit F** in each subcontract and require each subconsultant to include these contract provisions in all subcontracts.
- 6.3 Consultant agrees to incorporate applicable requirements of the contract provisions in **Exhibit F** by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

ARTICLE VII - TERMINATION OF AGREEMENT

- 7.1 The City may, at any time, with or without cause, terminate this Agreement upon seven days written notice to the Consultant at the address of record.
- 7.2 In this event, the Consultant will be compensated for its services on all Task Orders authorized based upon Consultant and City's estimate of the proportion of the total services actually completed at the time of termination.

ARTICLE VIII – RIGHT OF REVIEW AND AUDIT

8.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

8.2 "Consultant's records" include any and all information, materials and data of every kind and character generated as a result of the Work under this Agreement. Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in questions and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

8.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's records only during City's regular business hours. Consultant agrees to allow City's designee access to all of Consultant's records, Consultant's facilities and Consultant's current or former employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

8.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE IX – OWNER REMEDIES

9.1 The City and Consultant agree that in the event of a delay in completion for which the City suffers actual

damages, the City may elect to pursue its actual damages and any other remedy allowed by law.

9.2 Pursuant to Article IV, the City may assert a claim against the Consultant's professional liability insurance, as appropriate.

9.3 The City may withhold or nullify the whole or part of any payment as detailed in Article II.

9.4 If Consultant fails to comply with Article VI, the City may

9.4.1 withhold progress payments or final payment,

9.4.2 terminate the contract,

9.4.3 seek suspension/debarment, or

9.4.4 take any other action determined to be appropriate by the City or the Federal Aviation Administration.

ARTICLE X – CONSULTANT REMEDIES

10.1 Consultant shall not be liable or responsible for any delays due to circumstances beyond Consultant's reasonable control.

ARTICLE XI – CLAIMS AND DISPUTE RESOLUTION

11.1 Filing of Claims

11.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within twenty-one (21) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

11.1.2 Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by a person authorized to bind the Consultant by his/her signature, verifying the truth and accuracy of the Claim.

11.1.3 The responsibility to substantiate a claim rests with the party making the Claim.

11.1.4 Within thirty (30) calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have thirty (30) calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Alternative Dispute Resolution.

11.1.5 Pending final resolution of a claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

11.2 Alternative Dispute Resolution

11.2.1 All negotiations pursuant to this clause are confidential and shall be treated as compromise and

settlement negotiations for purposes of applicable rules of evidence.

11.2.2 Before invoking mediation or any other alternative dispute resolution (ADR) process set forth herein, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects.

This step shall be a condition precedent to the use of any other ADR process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation ADR process contained herein.

11.2.3 Mediation

11.2.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

11.2.3.2 Request for mediation shall be in writing, and shall request that the mediation commence no less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

11.2.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

11.2.3.4 The parties shall share the mediator's fee. Venue for any mediation or lawsuit arising under this Agreement shall be Nueces County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

11.3 No Waiver of Governmental Immunity. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

ARTICLE XII – MISCELLANEOUS PROVISIONS

12.1 Use of Local Expertise/ Local Professional Participation. The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy.

12.2 Assignability. The Consultant will not assign, transfer or delegate any of its obligations or duties in this Agreement to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the Consultant staff. If the Consultant is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the Consultant fee may be assigned in advance of receipt by the Consultant without written consent of the City.

12.3 Ownership of Documents. All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the Consultant without the express written consent of the Director of Engineering Services.


However, the Consultant may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

- 12.4 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
- 12.5 Licensing. Consultant shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.
- 12.6 Entire Agreement. This Agreement, including Task Orders, represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant.
- 12.7 Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract (**Exhibit D**).
- 12.8 Certificate of Interested Parties. Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract (**Exhibit E**). For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>.
- 12.9 Conflict of Interest. Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>
- 12.10 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas.
- 12.11 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.
- 12.12 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit A**, Scope of Services or in any other document prepared by Consultant and included herein, is in conflict with the terms of this Agreement and/or an approved Task Order, this Agreement and/or the Task Order shall take precedence and control to resolve said conflict.

CITY OF CORPUS CHRISTI

GARVER, LLC

J.H. Edmonds, P. E. (Date)
Director of Engineering Services

 12/18/15

Frank McIlwain, P.E. (Date)
3010 Gaylord Parkway, Suite 190
Frisco, TX 75034
(972) 377-7540 Office

RECOMMENDED

Operating Department (Date)

APPROVED

Office of Management (Date)
and Budget

APPROVED AS TO LEGAL FORM

Assistant City Attorney (Date)
for City Attorney

ATTEST

Rebecca Huerta, City Secretary

GARVER MSA Task Order No. 1
3026-274 550950 E152211543026D
\$298,716.00

EXHIBIT A

SAMPLE TASK ORDER

This Task Order pertains to a Master Services Agreement for Professional Services by and between City of Corpus Christi, Texas (City) and "Company Name" (Consultant) dated _____, 2016 (Agreement). Consultant shall perform services on the project described below as provided in this Task Order and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NO.:

PROJECT NAME: _____

1. PROJECT DESCRIPTION

2. SCOPE OF SERVICES

3. COMPENSATION

This Task Order is approved and Consultant may proceed. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF CORPUS CHRISTI
a

GARVER, LLC

J.H. Edmonds, P.E. (Date)
Director of Engineering Services

Frank McIlwain, P.E. (Date)
3010 Gaylord Parkway, Suite 190
Frisco, TX 75034
(972) 377-7540 Office

RECOMMENDED

Operating Department (Date)

EXHIBIT B
CONSULTANT PROPOSAL



APPENDIX A

SCOPE OF SERVICES CITY OF CORPUS CHRISTI CORPUS CHRISTI, TEXAS

GARVER MSA Task Order No. 1
3026-274 550950 E152211543026D
\$298,716.00

2.1 General

Generally, the scope of services includes surveying, design, and bidding services for the installation of new perimeter fence and gates, and infrastructure improvements related to access control, lighting, and closed circuit television at the Corpus Christi International Airport.

2.2 Surveys

2.2.1 Design Surveys

Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. The use of other survey information, provided to Garver by others, will be assumed to be correct.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, streets, drainage features, trees over eight inches in diameter, 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, as necessary for the project. Control points will be established for use during construction.

2.2.2 Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on data which will be provided by LNV, Inc. under a subconsultant agreement with Garver.

2.3 Geotechnical Services

Not used.

2.4 Preliminary Coordination

Garver will serve as the Owner's representative in the preliminary phase of the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend preliminary conferences alone or with Owner'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 Owner in ordering and directing the accomplishment of such special services as material tests as may be necessary. Garver will prepare a preliminary engineering report (under a separate agreement), supported by preliminary plans, and submit copies for review and approval to the Owner and FAA in the number required. Garver will attend conferences for review and conduct coordination conference of interested agencies and utilities, if required.



2.5 Utility Coordination

During preliminary design, Garver will furnish digital copies of the plans to all known utility owners potentially affected by the project at each stage of development. Garver will coordinate with 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.

2.6 Environmental Services

As part of Garver's services under a separate agreement for a preliminary engineering report, Garver will include the identification of required environmental coordination, necessary for the Owner, for FAA projects. As part of this agreement, Garver will not provide environmental services including, but not limited to, services such as identification of potential wetlands, environmental handling and documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items, or coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR. Garver will prepare SWPPP details and notes, and sedimentation and erosion control drawings for the Contractor to prepare, maintain, and submit a SWPPP to the Texas Commission on Environmental Quality.

2.7 Drainage Study

Formal drainage studies, such as hydrologic modeling using HEC-HMS and hydrologic analyses of the project's drainage basin will not be part of Garver's services. Recommendations for various drainage improvements required will be selected by Garver as permitted in the Owner's Drainage Criteria Manual, as part of the preliminary engineering report under a separate agreement. Because the proposed improvements are anticipated to mirror a similar footprint and layout of the existing fencing, a new drainage study will not be performed. Drainage improvements recommended in the preliminary engineering report will include those that leave the drainage area/structures at an equal to or greater condition.

2.8 Preliminary Engineering Report

The preliminary engineering report will be provided to the FAA and City of Corpus Christi Department of Aviation under a separate agreement.

2.9 Preliminary & Final Design

As part of both preliminary and final design, Garver will prepare detailed construction safety and phasing drawings, construction drawings (layouts and details), technical specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract, and include improvements within the limits identified in Appendix C. These designs shall be in accordance with sound engineering principles 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 advance copies of the plans, specifications, and cost estimates to the FAA Airport's Regional Office and City of Corpus Christi Department of Aviation for their review and comment at 60% (Preliminary), 95% (Final), and 100% (Construction Documents) completion milestones. The time allotted for FAA and City of Corpus Christi Department of Aviation review is assumed to be two weeks. Garver will make any additions to respond to comments by the FAA and City of Corpus Christi Aviation Department, and when the documents have been approved, Garver will furnish plans to the FAA and to the Owner for bidding and coordination purposes.

2.10 Property Acquisition Documents

Not used.

2.11 Bidding Services

Garver will assist the Owner 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, and attend pre-bid conferences. The Owner 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 Owner 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 Owner 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 Owner in evaluating bids or proposals. Garver will furnish a sufficient number of executed documents for the Owner, Contractor and FAA as described in Section 2.13.

2.12 Construction Phase Services

Construction phase services shall be provided under a separate agreement.

2.13 Project Deliverables

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

1. Three (3) paper copies of the 60% Preliminary Design (half size plans) with opinion of probable construction cost to both the FAA and City of Corpus Christi Department of Aviation.
2. One (1) digital copy of the 60% Preliminary Plans to each potentially affected utility company.
3. Three (3) paper copies of the 95% Final Design (half size plans) with opinion of probable construction cost to both the FAA and City of Corpus Christi Department of Aviation.
4. One (1) digital copy of the 95% Final Plans to each potentially affected utility company.
5. Three (3) paper copies of the 100% Construction Documents (including one full size plan set) with opinion of probable construction cost and construction management plan, to the FAA and



- City of Corpus Christi Department of Aviation.
6. One (1) digital copy of the Construction Documents (with applicable addendums included) to the Contractor.
 7. One (1) digital copy of approved shop drawings/submittals from the Contractor to the City of Corpus Christi Department of Aviation.
 8. One (1) full size paper copy, one (1) half size paper copy, and one (1) digital copy of the Record Drawings to both the City of Corpus Christi Department of Aviation and FAA.
 9. Electronic files as requested.

2.14 Extra Work

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

1. Redesign for the Owner'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 beyond that furnished in the 100% Construction Documents' submittal.
4. Design of any existing utility requiring relocation.
5. Retaining walls or other significant structural design.
6. Street lighting or other electrical design beyond that required for the scope of the project. (Lighting at each new gate is a part of the scope of services listed herein.)
7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
8. Construction phase services. (To be performed under separate agreement)
9. Project closeout services. (To be performed under separate agreement)
10. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
11. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
12. Services after construction, such as warranty follow-up, operations support, etc.

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

2.15 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule shown in Appendix D.

2.16 Conceptual Cost Estimate

A copy of the conceptual cost estimate for this project, prepared by Garver, is included as Appendix E. 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, this and all subsequent Estimates of Project Costs and Construction Costs provided 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

APPENDIX B

CITY OF CORPUS CHRISTI AIRPORT OPERATIONS AREA PERIMETER FENCE

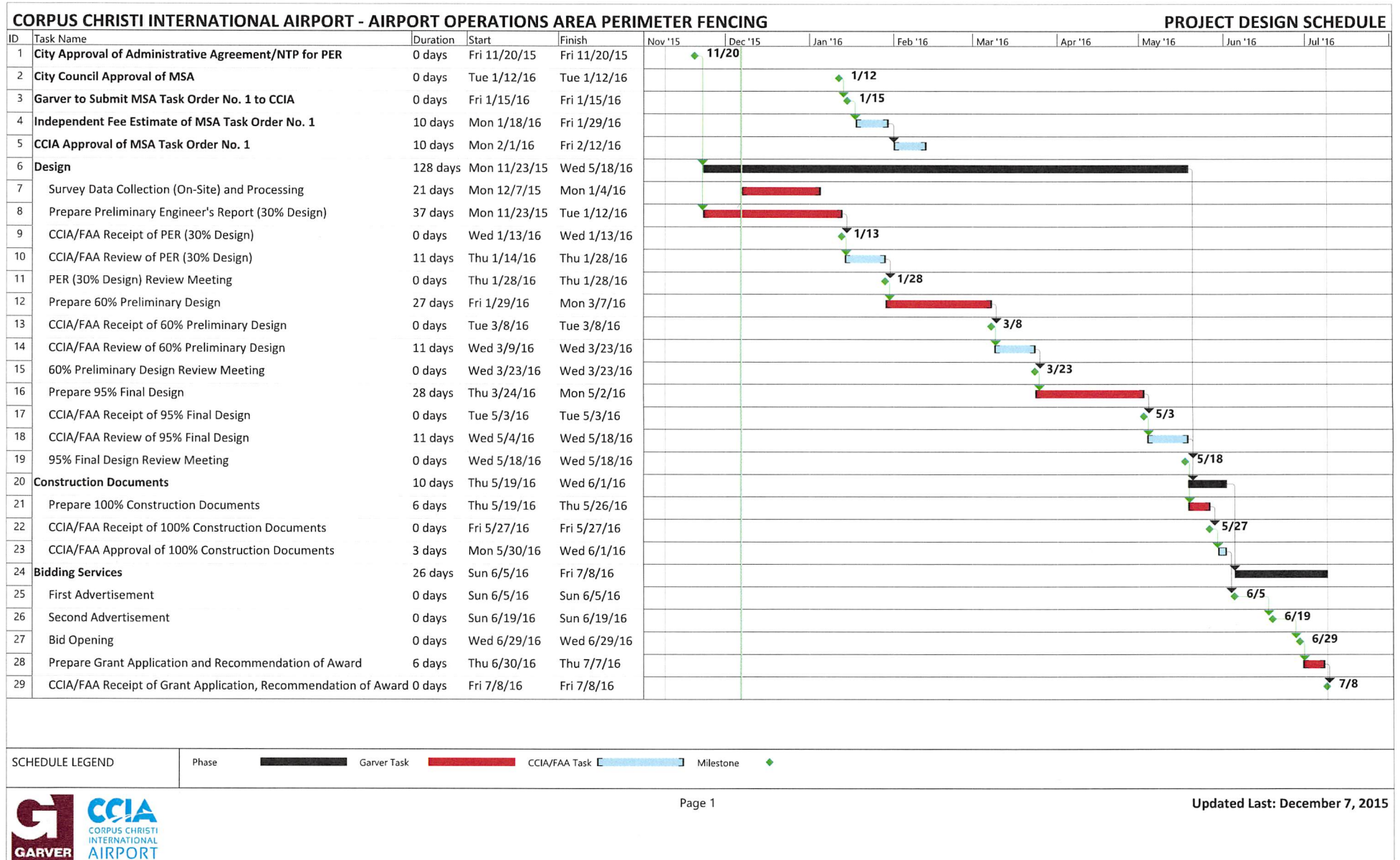
FEE SUMMARY

Title I Services	Estimated Fees
<i>Surveying Services (LNV Engineering)</i>	\$109,216.00
60% Preliminary Design	\$90,400.00
95% Final Design	\$62,500.00
100% Construction Documents	\$26,600.00
Bidding Services	\$10,000.00
Subtotal for Title I Services	\$298,716.00

Appendix C - Project Limits



Appendix D - Project Design Schedule



Appendix E - Conceptual Construction Cost Estimate

CORPUS CHRISTI INTERNATIONAL AIRPORT
AIRPORT OPERATIONS AREA PERIMETER FENCING
ENGINEER'S ESTIMATE OF PROBABLE COST (CONCEPTUAL)

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate of Probable Cost	
				UNIT PRICE	AMOUNT
1	SITE PREPARATION	L.S.	1	\$500,000.00	\$500,000.00
2	CHAIN-LINK FENCE WITH 3-STRAND BARBED WIRE (8-FOOT)	L.F.	44,500	\$20.00	\$890,000.00
3	CHAIN-LINK FENCE WITH 3-STRAND BARBED WIRE (10-FOOT)	L.F.	4,000	\$25.00	\$100,000.00
4	CONCRETE MOW PAD	L.F.	44,500	\$15.00	\$667,500.00
5	FENCE REMOVAL AND DISPOSAL	L.F.	48,500	\$8.00	\$388,000.00
6	SODDING	S.Y.	750	\$4.00	\$3,000.00
7	SEEDING	ACRE	11	\$10,000.00	\$110,000.00
8	DEMOLISH EXISTING AUTOMATIC GATE OPERATOR	EACH	9	\$2,000.00	\$18,000.00
9	INSTALL NEW VMAG GATE WITH ACCESS CONTROL AND CCTV	EACH	9	\$80,000.00	\$720,000.00
10	INSTALL NEW FIBER OPTIC NETWORK	L.S.	1	\$2,000,000.00	\$2,000,000.00
11	DITCH STRUCTURES/DRAINAGE IMPROVEMENTS	L.S.	1	\$80,000.00	\$80,000.00
12	DRIVEWAY IMPROVEMENTS AT NEW GATES	EACH	9	\$25,000.00	\$225,000.00
				Subtotal	\$5,701,500.00
				Contingency (10%)	\$ 570,150.00
				Estimated Construction Cost	<u>\$6,271,650.00</u>

EXHIBIT B-1

CONFIDENTIAL RATE SCHEDULE

Rate sheets are confidential pursuant to **section 552.104 of the Texas Government Code** since release of this information would give advantage to a competitor or bidder. In addition, **section 552.110 of the TX Govt. Code** protects third party commercial and financial information if release of the information would cause the third party substantial competitive harm.

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES: Overhead rate documentation has been provided to the City of Corpus Christi and was utilized in reviewing and approving the loaded hourly rates below.

PRINCIPAL(S):	HOURLY RATE (\$/hr)	TX REGISTRATION #:
Project Consultant:		
CAD Technician:		
Clerical:		
Other – specify:		
SUBCONSULTANT(S):		
(firm)		
Principal(s):		
Project Consultant:		
CAD Technician:		
Clerical		
Other – specify:		

Add additional subconsultants as needed.

EXHIBIT C
PAYMENT REQUEST FORM

PROJECT NAME
Project No. EXXXXX
Invoice No. 12345
Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Design Phase	0	0	0	0	\$0	0	0	0%
Bid Phase	0	0	0	0	0	0	0	0%
Report Phase	0	0	0	0	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	0%
Subtotal Basic Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Additional Services:								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Warranty Phase	0	0	0	0	0	0	0	0%
Inspection	0	0	0	0	0	0	0	0%
Platting Survey	0	0	0	0	0	0	0	0%
Reporting	0	0	0	0	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Summary of Fees								
Basic Services Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Additional Services Fees	0	0	0	0	0	0	0	0%
Total of Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%

EXHIBIT D
DISCLOSURE OF INTEREST



City of
Corpus
Christi

SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. **If the question is not applicable, answer with "NA".** See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Garver

P. O. BOX:

STREET ADDRESS: 3010 Gaylord Parkway,
Ste 190 **CITY:** Frisco **ZIP:** 75034

FIRM IS: 1. Corporation ☒ 2. Partnership ☐ 3. Sole Owner ☐
4. Association ☐ 5. Other ☐

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name
N/A

Job Title and City Department (if known)

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name
N/A

Title

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name
N/A

Board, Commission or Committee

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name
N/A

Consultant

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Frank McIllwain **Title:** Vice President
(Type or Print)

Signature of Certifying Person:  **Date:** August 24, 2015

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

EXHIBIT E
CERTIFICATE OF INTERESTED PARTIES

EXHIBIT F

MANDATORY FEDERAL CONTRACT PROVISIONS

Mandatory Federal Contract Provisions for Professional Services (A/E) Contracts

Provision	Law/Statute
Provisions for all A/E Contracts	
Access to Records and Reports	49 CFR § 18.36
Buy American Preferences	49 USC § 50101
Civil Rights - General	49 USC § 47123
Civil Rights Act of 1964, Title VI	49 CFR part 21
Disadvantaged Business Enterprises	49 CFR part 26
Federal Fair Labor Standards Act (Minimum Wage)	29 USC § 201, et seq
Lobbying and Influencing Federal Employees	49 CFR part 20
Occupational Safety and Health Act (OSHA)	20 CFR part 1910
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR part 30
Additional Provisions for A/E Contracts Exceeding \$10,000	
Termination of Contract	2 CFR § 200 Appendix II(B)
Additional Provisions for A/E Contracts Exceeding \$25,000	
Debarment and Suspension	2 CFR part 180 (subpart C)
Additional Provisions for A/E Contracts Exceeding \$100,000	
Breach of Contract	2 CFR § 200 Appendix II(A)
Clean Air and Water Pollution Controls	2 CFR § 200 Appendix II(G)
Contract Work Hours and Safety Standards	2 CFR § 200 Appendix II(E)

I. ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant 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 Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant 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.

II. BUY AMERICAN PREFERENCES

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

III. CIVIL RIGHTS, GENERAL

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

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

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

- (1) 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
- (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

IV. CIVIL RIGHTS, TITLE VI

A. Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Consultant, 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 Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant 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 Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Authorities

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

V. DISADVANTAGED BUSINESS ENTERPRISES

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

deems appropriate.

- B. Prompt Payment (\$26.29) - The prime Consultant 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 prime Consultant receives from City of Corpus Christi. The prime Consultant 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 City of Corpus Christi. This clause applies to both DBE and non-DBE subConsultants.

VI. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

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

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

VII. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

VIII. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

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

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

IX. 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.

X. TRADE RESTRICTION CLAUSE

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

- (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);
- (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;
- (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 a Consultant or subConsultant who is unable to certify to the above. If the Consultant 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 Consultant 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 Consultant may rely on the certification of a prospective subConsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant 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 Consultant 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 Consultant 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 a Consultant 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.

Additional Provision for Contracts Exceeding \$10,000

XI. TERMINATION OF CONTRACT

- A. 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.
- B. 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.
- C. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- D. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant 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 B of this clause.
- E. 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.

Additional Provision for Contracts Exceeding \$25,000

XII. DEBARMENT AND SUSPENSION

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- (1) Checking the System for Award Management at website: <http://www.sam.gov>
- (2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- (3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

Additional Provision for Contracts Exceeding \$100,000

XIII. BREACH OF CONTRACT

Any violation or breach of terms of this contract on the part of the Consultant 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.

XIV. CLEAN AIR AND WATER POLLUTION CONTROLS

Consultants and subConsultants agree:

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

XV. CONTRACT WORK HOURS AND SAFETY STANDARDS

A. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any subConsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subConsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set

forth in paragraph A above.

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. SubConsultants.

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