



*Request for Qualifications (“RFQ”)*  
*Design and Construction Administration -*  
*Brenham Municipal Airport Improvements*  
  
*RFQ No. 26-011*

| <b>EVENT</b>                              | <b>DATE</b>              |
|---|--------------------------|
| Issuance of RFQ                           | Thursday, April 16, 2026 |
| 1 <sup>st</sup> Publication Date          | Thursday, April 16, 2026 |
| 2 <sup>nd</sup> Publication Date          | Thursday, April 23, 2026 |
| RFQ Question Deadline (5:00 p.m.)         | Thursday, April 29, 2026 |
| Proposal Submission Deadline (2:00 p.m.)  | Thursday, April 30, 2026 |
| Possible City Council Consideration/Award | Thursday, May 21, 2026   |

***INTENT***

City of Brenham (hereinafter referred to as “City”) is requesting proposals of qualifications statements from qualified and experienced airport consultants to submit qualifications to engineer and design apron and taxiway pavement improvements for multiple hangars, a vehicle access road, and provide bidding services and construction administration during construction of the project contingent on the appropriation and granting of funding by TxDOT Aviation.

## ***BACKGROUND AND SCOPE OF WORK***

In accordance with the Brenham Airport Master Plan, the City has begun preparations to use our FY23 IJA AIG allocation to complete the design of an extension to Aviation Way and apron and taxiway pavement improvements for multiple hangars. Exhibit A and Exhibit B are from the Brenham Airport Master Plan and depict the areas identified for near-term development.

The intent of this RFQ is to complete the design, environmental documentation, and construction administration for apron and taxiway construction and the extension and possible relocation of portions of Aviation Way. To meet demand in hangar storage space, new hangars are planned on multiple areas of the airport. This project plans for new taxiways to connect to new apron areas to support planned hangars. To provide vehicle access for future tenants, Aviation Way is planned to be extended, with portions of the existing Aviation Way perhaps being relocated, to serve this new development area and to provide roadway access to existing hangars.

Not all of the projects shown in the attached exhibits may be designed through this RFQ. Scope development with the selected consultant will determine which project(s) and element(s) of each can be constructed within the financial limits of our IJA AIG and NPE funds (estimated to be \$3,000,000 in total).

The City intends to engage a professional engineering firm for services pursuant to Chapter 2254 of the Texas Government Code, the Professional Services Procurement Act. The City will solicit and receive qualification statements to provide engineering, design, environmental services, and construction administration related to airfield infrastructure improvements to support future airfield development at the Brenham Municipal Airport.

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that all enterprises will be afforded full and fair opportunity to submit in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The proposed contracts under this RFQ are not subject to 49 CFR Part 26 concerning the participation of Disadvantaged Business Enterprises (DBE). Because the City: 1) will be the agent for projects conducted through the result of this RFQ; and 2) does not intend to award federal contracts in excess of \$306,600.00 for this federal fiscal year, the City is exempt from DBE requirements as detailed in 49 CFR 26.21(a)(3) and Section 3.2.2 of FAA Advisory Circular 150/5100-21, *State Block Grant Program*. TxDOT Aviation will be the agent for the construction phase, and DBE will apply to the construction phase. TxDOT will set the goals and requirements for the construction phase.

Note: The contract and negotiated fees for these projects must be completed and provided to TxDOT Aviation for its review by the end of July 2026. The design and environmental documentation of these projects must be completed and ready for bid by March 27, 2027, to include all City and TxDOT reviews and FAA approvals (airspace studies, CSPP, NEPA, etc.).

## ***PROJECT DESIGN SCHEDULE***

Indicate the number of weeks (not months) necessary to design the project in accordance with “Project Design Schedule Information” below. Based on the published project scope and your technical approach, indicate the number of **weeks** necessary for each phase and total design time to design the project. Some of the basic responsibilities within each design phase are included for reference. Do not include City or TxDOT review time. Assume, however, that your work will require some revision after City and TxDOT review, and that the time required to address these comments should be included within your schedule. If time is required for specialized studies, indicate the additional time.

NOTE: This proposed schedule will set the basis for the contract deadlines in the professional services agreement if your firm is selected.

### **Preliminary Report Phase**

- Attend pre-design conference
- Obtain and analyze necessary survey data
- Obtain and analyze necessary geotechnical data
- Prepare comprehensive report

### **Preliminary Design Phase**

- Attend project meeting(s)
- Prepare project drawings (70%)
- Provide all technical specifications
- Provide project cost estimate

### **Final Design Phase**

- Attend project meeting(s)
- Finalize drawings and contract documents (100%)
- Provide a revised opinion of probable total project costs
- Prepare a Construction Management Plan
- Update, if necessary, the Preliminary Report Prepare and submit airspace study to FAA

### **Construction Administration**

- Attend and chair Pre-Construction meeting with the selected Contractor
- Attend construction progress meetings based roughly on one (1) meeting per month
- Review and approve or take other appropriate action upon Contractor’s submittals such as shop drawings, product data, samples, and mock-ups for general conformance with information given and the design concept expressed in the Contract Documents
- Review and certify the amounts requested by the Contractor on the Application and Certification for Payment
- Visit the site to become generally familiar with the progress of the quality of the work completed
- Through construction administration activities with monthly progress meetings, submittal

approvals, RFI's, change orders, construction schedule approval, and project closeout, serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the construction contractor with the construction drawings and specifications

- Perform final closeout procedures and verification of Punch Lists for the Contractor's use

## **RECEIPT AND OPENING OF PROPOSALS**

Proposers shall submit **one (1) original and two (2) copies** of their Proposal on the form provided by the City. The original Proposal must be clearly marked "**Proposal for RFQ No. 26-011 – Design and Construction Administration – Brenham Municipal Airport Improvements** and include an original signature, in ink, in order to be accepted. Proposals must be received in the City Secretary's Office no later than **2:00 p.m. (CST) on Thursday, April 30, 2026**. It is the Proposer's sole responsibility to assure that the Proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened.

The proposals will be opened and read aloud at 2:00 p.m. on Thursday, April 30, 2026, in Conference Room 1C located at 200 W. Vulcan Street, First Floor, Brenham, Texas 77833. Any proposal received after 2:00 p.m. (CST) on Thursday, April 30, 2026, shall not be considered.

To the extent allowed by applicable law, and subject to the ruling of any administrative agency or court having jurisdiction, the City intends that trade secrets and confidential information contained in the proposals and clearly identified as "Confidential" in **bolded font** will not be open for public inspection at any time, even after a contract has been awarded and executed, whether or not the proposer wins the contract.

Proposals should be prepared simply, providing straightforward, concise description of the Proposer's approach and capabilities necessary to satisfy the requirements of the RFQ. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFQ. Proposers are encouraged to suggest creative and economical means to provide the services requested in the RFQ.

Proposals shall be delivered using one of the following methods:

**Hand-deliver to:**

200 W. Vulcan Street  
Suite 203  
Brenham, TX 77833

**Mail to:**

P.O. Box 1059  
Brenham, TX 77834-1059  
ATTN: City Secretary

**Ship to (FedEx, UPS, DHL,  
etc.):**

200 W. Vulcan Street  
Brenham, TX 77833  
ATTN: City Secretary

## **CHANGES, QUESTIONS AND INQUIRIES**

Any and all questions regarding this RFQ must be submitted in writing and addressed to Kyle Branham,

Purchasing and Public Works Project Manager, P. O. Box 1059 (200 W. Vulcan St., Suite 203), Brenham, Texas 77834, or e-mailed to [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org). All e-mails must indicate "RFQ No. 26-011" in the subject line. It is the sender's responsibility to verify receipt of email; read receipt is acceptable. The deadline for submittal of questions regarding this RFQ is **5:00 p.m. (CST) on Thursday, April 29, 2026.**

No person has the authority to verbally alter these terms of this RFQ. Any changes to this RFQ will be made in the form of an Addendum which will be made available online at [www.cityofbrenham.org/purchasing](http://www.cityofbrenham.org/purchasing). It shall be the responsibility of interested proposers to check the website for addenda up to the proposal submission deadline. The complete RFQ and all addendums will be posted on the City's website.

### ***GENERAL SPECIFICATIONS***

Please read the requirements/specifications thoroughly and be sure that the Proposal offered complies with all requirements/specifications noted. Any variation from the RFQ requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of your Proposal. If no exceptions are noted, and you are the successful Proposer, the City of Brenham will require that the service(s) be provided as specified.

### ***GENERAL TERMS***

The City of Brenham reserves the right to change, amend, supplement, or withdraw this RFQ, as well as to reject any or all qualifications and either reissue the RFQ or discontinue the search for an airport consultant.

The City of Brenham may request additional information or clarification from proposers and reserves the right to consider qualifications or modifications thereof received at any time before an award is made if such action will be in the best interest of the City of Brenham, costs and other factors considered.

The content of the proposal and statement of qualifications by the selected proposer shall become contractual obligations if a professional services agreement ensues. Failure of the successful proposer to accept these obligations may result in the award's cancellation.

Any agreements entered into in response to this RFQ will incorporate the City's standard contract terms and conditions, attached hereto as "EXHIBIT C" to this RFQ, to the extent applicable to a professional services agreement.

The initial term of said professional services agreement shall be for one (1) year. The City, at its own discretion, may extend any agreement awarded pursuant to this RFQ for up to four (4) additional one (1) year terms, on the same terms and conditions as the original agreement.

## ***QUALIFICATIONS***

The successful firm will be selected based on demonstrated competence and qualifications to perform the services. A proposer may only submit one response. If a proposer submits more than one response, that proposer will be deemed non-responsive. The response must contain the required information and should address the information as listed below. Response submissions will be scored accordingly. If the response is non-compliant with any of the following requirements, the response may be deemed non-responsive. The qualification statement should address a technical approach for the detailed scope only. Proposers shall use Recent Airport Experience to list relevant past projects.

Interested proposers are requested to submit a comprehensive statement of qualifications, at no cost to the City of Brenham, consisting of the following:

1. Qualifications Statement (QS) – The QS shall contain no more than ten (10) 8.5 x 11-inch single-sided or pages or no more than five (5) 8.5 x 11-inch double-sided or pages.
  - a. QS Format:
    - i. Readability – The submitter has latitude in formatting the QS for visual effectiveness. Graphics, tables, photos, and other visual aids are permitted within the nine (9) allotted pages, except that Quick Response (QR) codes or other external link(s) are not permitted. There are no specific font, color, or other formatting requirements, although a font size smaller than 10 is not permitted. Selection committee members may consider legibility and readability when scoring. Unreadable text will not be considered and may cause the QS to be deemed non-responsive. It is the submitter’s responsibility to provide a legible, readable document.
  - b. QS Content – The QS must include:
    - i. The RFQ number, name of firm, firm address, and the email address, telephone number, and contact information for key personnel. The response shall also identify each proposed project team member, each proposed member’s time commitment to this project as a percentage of their total work week, and whether the proposed member is an employee of the responding firm or a sub-contractor to that firm.
    - ii. Information showing the firm’s project understanding and technical approach, including similar project-related experience of the project manager and each task leader responsible for a major work category. For each project referenced, identify either the project manager’s or the task leader’s specific role(s) and work contributed. The project manager is required to be a Professional Engineer licensed in Texas or an engineering firm registered in Texas, by the submission deadline. If an architect is included in the response, the architect is required to be registered or licensed in Texas, by the submission deadline. License number(s) must be included in the response submission.
    - iii. In addition to individual project-related experience of the project manager and task leaders required to be documented in the response, list no more than ten (10) relevant projects performed by the responding firm within the last ten (10) years. This shall include project start date, airport name, location, phone number, and airport contact person’s name, title, and phone number. It shall also include the

original project completion budget and time estimate vs. the actual completion cost and time for the cited design project, as well as a brief narrative description of the project and whether the firm served as the primary provider or the subcontractor on each project cited.

The proposal must be submitted to the City of Brenham following the Submission Procedures detailed below.

## ***EVALUATION CRITERIA AND AWARD***

The statements of qualifications received will be evaluated and ranked according to the following criteria:

1. **Recent experience of the project team with comparable airport projects within the past ten (10) years. (25 points)**  
Do the qualifications indicate that the project team has recent direct experience on other general aviation airports designing similar improvements to those proposed at this location?
2. **Proposed technical approach (25 points)**  
Does the project team provide evidence of understanding of the project and any unique aspects associated with the proposed project and how to address them?
3. **Project design schedule and ability to meet schedules and deadlines (25 points)**  
Does the proposed design team have sufficient time to work on this project? Has the team demonstrated an ability to meet design schedules in the past? Reasonableness of proposed schedule?
4. **Qualifications and experience of the individuals listed in the statement of qualifications (25 points)**  
Do the individual team members listed in the statement of qualifications have the qualifications, professional background, and recent experience to complete projects awarded under this RFQ?

The consultant selection committee will be composed of City representatives. The final selection by the committee will be made following the completion of review of Responses. The committee will review all Responses and rate and rank each. All firms will be notified and the top-rated firm will be contacted to begin fee negotiations.

**REFERENCE FORM**

| <b>REFERENCE ONE</b>  |  |
|---|--|
| Entity Name   |  |
| Contact Person  |  |
| Telephone Number  |  |
| E-mail Address  |  |
| When were services provided services to this entity?  |  |
| What types of projects were conducted for this entity?<br><i>(attach a separate sheet if necessary)</i> |  |

| <b>REFERENCE TWO</b>  |  |
|---|--|
| Entity Name   |  |
| Contact Person  |  |
| Telephone Number  |  |
| E-mail Address  |  |
| When were services provided services to this entity?  |  |
| What types of projects were conducted for this entity?<br><i>(attach a separate sheet if necessary)</i> |  |

**REFERENCE FORM CONTINUED**

| <b>REFERENCE THREE</b>  |  |
|---|--|
| Entity Name   |  |
| Contact Person  |  |
| Telephone Number  |  |
| E-mail Address  |  |
| When were services provided services to this entity?  |  |
| What types of projects were conducted for this entity?<br><i>(attach a separate sheet if necessary)</i> |  |

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***PROPOSER ADDENDUM ACKNOWLEDGEMENT***

Proposer has read and fully understands this RFQ and has asked questions and received satisfactory answers from the City of Brenham regarding any provisions of this RFQ for which clarification was desired.

Proposer must initial next to each addendum posted to verify receipt:

Addendum #1: \_\_\_\_\_

Addendum #2: \_\_\_\_\_

Addendum #3: \_\_\_\_\_

Proposer ~ Please Fill in and Sign Below:

Name of Firm/Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone & Fax Numbers: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PROPOSAL SUBMISSION AUTHORIZATION

- An authorized representative must sign the proposal, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The CITY reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of the proposer's qualifications and agrees to comply with these assurances following selection of the successful proposer and during the performance of the professional services agreement, once executed.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NON-COLLUSION CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a bid to the City of Brenham for consideration in the award of a professional services agreement on the project described as follows:

**RFQ NO. 26-011 – Design and Construction for Brenham Municipal Airport Improvements**

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

NOTARY SEAL:

## TERMS AND CONDITIONS FOR BIDS

### Definitions:

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

### Instructions:

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

### Form:

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

### Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

### Late Bids:

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

### Acceptance:

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligation under a contract with the City.

Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to bidder's ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under contracts with the City, the bidder's compliance

with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

#### **Award of Contract:**

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. the total long-term cost of the City to acquire the bidder's goods or services; and

- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single bidder; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

#### **Term of Contract:**

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

#### **Extension of Contract:**

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

#### **Assignment of Contract:**

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

#### **Contract Termination:**

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this

Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

**Reimbursements:**

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

**Minority Owned Businesses:**

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

**Error-Quantity:**

Bids must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

**Quantities:**

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to

meet its needs without any adjustments in the unit bid prices.

**Variations:**

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

**F.O.B. – Damage**

Bids will not be considered unless bid F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

**Firm Prices:**

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

**Cooperative Agreements:**

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

**Authorized Signature:**

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

**Withdrawal-Alteration Of Bids:**

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after

opening time without acceptable reason in writing and with the approval of the City Council.

**Lump Sum Bids:**

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

**All-Or-None Bids:**

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

**Payment Of Invoices:**

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

**Cash Discounts:**

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

**Taxes:**

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

**Delivery:**

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding bids. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

**Liability:**

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

**Material Safety Data Sheets (MSDS):**

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

**Patents, Franchises, etc.:**

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

**No Bids:**

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

**Addenda:**

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

**Fiscal Funding:**

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the following calendar year.

**H.B. 1295 Compliance:**

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

**No Boycott of Israel:**

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to

penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

**Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:**

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

**Conflict of Interest:**

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

**Applicable Law and Venue**

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

**Insurance**

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its

officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:
  - a) Commercial General Liability Policy
  - b) Automobile Liability Policy
  - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
  - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
  - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - d) "Claims Made" policies will not be accepted.
  - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
  - f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
  - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior

written notice has been given to the City.

- h) Upon request, certified copies of all insurance policies shall be furnished to the City.

4. Commercial General Liability

- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

- a) Statutory

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**Workers' Compensation Provisions**  
**(State law requires the following language in contracts on public works projects).**

**DEFINITIONS:**

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

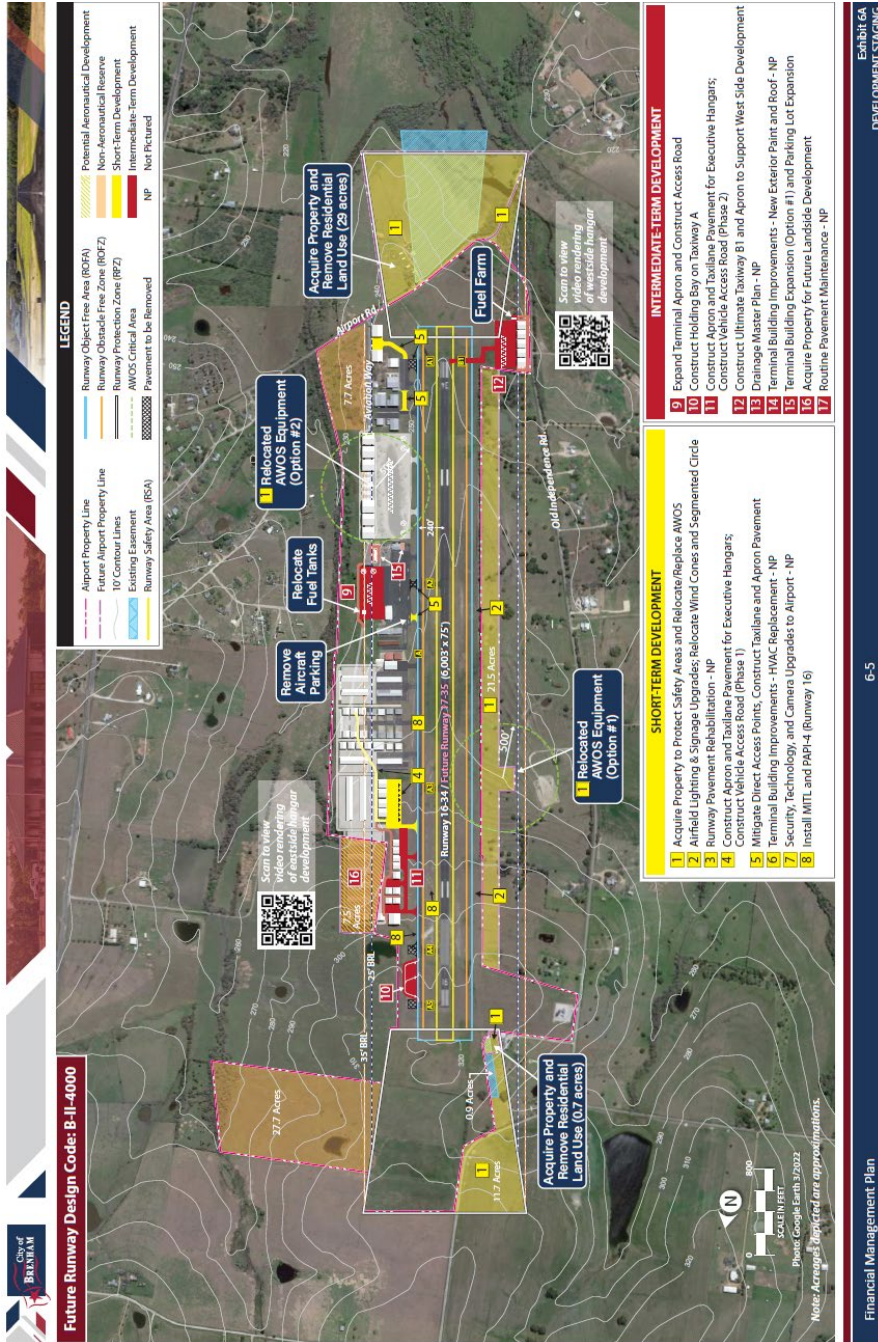
- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
  1. a certificate of coverage, prior to the person beginning work on the project; and
  2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.



# EXHIBIT B



Future Runway Design Code: B-II-4000



- LEGEND**
- Runway Object Free Area (ROFA)
  - Runway Obstacle Free Zone (ROFZ)
  - Runway Protection Zone (RPZ)
  - AWOS Critical Area
  - Pavement to be Removed
  - Relocated AWOS Equipment (Option #2)
  - Relocate Fuel Tanks
  - Remove Fuel Tank Parking
  - Acquire Property and Remove Residential Land Use (28 acres)
  - Fuel Farm
  - Relocated AWOS Equipment (Option #1)
  - Acquire Property and Remove Residential Land Use (0.7 acres)

- SHORT-TERM DEVELOPMENT**
- 1 Acquire Property to Protect Safety Areas and Relocate/Replace AWOS
  - 2 Airfield Lighting & Signage Upgrades; Relocate Wind Cones and Segmented Circle
  - 3 Runway Pavement Rehabilitation - NP
  - 4 Construct Apron and Taxiway Pavement for Executive Hangars;
  - 5 Mitigate Direct Access Points, Construct Taxiway and Apron Pavement
  - 6 Terminal Building Improvements - HVAC Replacement - NP
  - 7 Security, Technology, and Camera Upgrades to Airport - NP
  - 8 Install MITL and PAI-4 (Runway 16)

- INTERMEDIATE-TERM DEVELOPMENT**
- 9 Expand Terminal Apron and Construct Access Road
  - 10 Construct Holding Bay on Taxiway A
  - 11 Construct Apron and Taxiway Pavement for Executive Hangars;
  - 12 Construct Vehicle Access Road (Phase 2)
  - 13 Construct Ultimate Taxiway B1 and Apron to Support West Side Development
  - 14 Drainage Master Plan - NP
  - 15 Terminal Building Improvements - New Exterior Paint and Roof - NP
  - 16 Terminal Building Expansion (Option #1) and Parking Lot Expansion
  - 17 Acquire Property for Future Landside Development
  - 17 Routine Pavement Maintenance - NP

**AGREEMENT BETWEEN SPONSOR AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**BRENHAM MUNICIPAL AIRPORT ENGINEERING, DESIGN SERVICES, AND  
CONSTRUCTION ADMINISTRATION IN SUPPORT OF AIRPORT DEVELOPMENT**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WASHINGTON §

THIS AGREEMENT is made, entered into, and executed by and between the **City of Brenham**, hereinafter called the "Sponsor" and \_\_\_\_\_, hereinafter called the "Engineer".

**WITNESSETH**

The Sponsor intends to provide engineering and design services to: design apron and taxiway pavement improvements and vehicular access road extension for future hangar development and associated appurtenances at Brenham Municipal Airport, hereinafter called the "Project".

The scope of this Agreement is to obtain professional engineering services for the Preliminary Engineering Report Phase, Preliminary Design Phase, Final Design Phase, Bidding Phase, and Construction Administration in connection with said Project.

**AGREEMENT**

The Sponsor and the Engineer, in consideration of the mutual covenants and agreements herein continued, do mutually agree as follows:

Pursuant to the terms of this agreement and the Airport Project Participation Agreement entered into by and between Sponsor and TxDOT, Sponsor agrees to employ the Engineer. The Engineer agrees to perform professional engineering services in connection with the project as stated in the sections to follow and outlined hereinafter. Upon rendition of these services, the Sponsor agrees to pay to the Engineer compensation for these services as agreed herein. All services performed under this Agreement shall be performed under the direct supervision of the Sponsor, however Engineer shall perform the services in accordance with the professional Standard of Care defined in Section 1.2.2 herein below, and Sponsor shall not direct the means and methods required of a professional to perform the services. Sponsor will act as referee in all questions arising under the terms of this Agreement between the parties, and the Sponsor's decisions shall be final and binding.

**SECTION 1 - SCOPE OF SERVICES**

1.1. Services of the Sponsor

1.1.1. The Sponsor will furnish items as listed in Attachment A, "Services to be Provided by the Sponsor" attached hereto and made a part of this Agreement.

## 1.2. Services of the Engineer

1.2.1. The Engineer will furnish engineering and/or surveying services as set forth in Attachment B, "Basic Services to be Provided by the Engineer" and Attachment H, "Soils Investigation, Materials Testing, and Surveys for Design", attached hereto and made a part of this Agreement.

1.2.2. The Engineer's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Standard of Care").

## SECTION 2 - PROGRESS

2.1. After execution of this Agreement, the Engineer shall not proceed with the work each phase outlined under "Scope of Services" until authorized in writing by the Sponsor to proceed.

2.2. The Engineer shall, from time to time during the progress of the work, confer with the Sponsor. The Engineer shall prepare and present such information and studies as are shown in Attachment B.

2.3. At the request of the Sponsor or the Engineer, conferences shall be conducted at locations designated by the Sponsor. When requested by the Sponsor, these conferences shall also include inspection of the Engineer's services and work.

2.4. The work will be subject to periodic review by the Federal Aviation Administration (FAA) and/or Sponsor.

2.5. It is of primary importance to the Sponsor that the services within this Agreement be provided according to the agreed upon Work Schedule, Attachment C, attached hereto and made a part of this Agreement. Undue delays within the control of the Engineer may be considered as reason for termination of the Agreement as provided in Section 9.

2.6. Should the Sponsor desire to suspend the work, but not terminate the Agreement, this may be done by thirty (30) days' notice of suspension of work given by the Sponsor in writing to that effect, and the work may be reinstated by Sponsor and shall be resumed by Engineer in full force and effect upon receipt by the Engineer from the Sponsor of sixty (60) days' notice in writing to that effect.

2.7. If work is suspended for more than six months at the request of the Sponsor, the Agreement may be renegotiated at the request of the Engineer or unilaterally terminated by the Engineer.

2.8. All employees and/or sub-consultants assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Sponsor may instruct the Engineer to immediately remove any employee and/or sub-consultant from association with work authorized in this contract if, in the sole opinion of the Sponsor, the work does not comply with the terms of this contract or if the conduct of the employee and/or sub-consultant becomes detrimental to the work.

2.9. The Engineer certifies that Engineer has adequate qualified personnel for performance of the services required under this Agreement or will be able to obtain such personnel from sources other than the Sponsor.

2.10. The Engineer shall prepare monthly progress reports in sufficient detail to support the progress of the work and vouchers requesting monthly payments.

2.11. The Engineer shall furnish all equipment, materials, and supplies required to perform the work under this Agreement except as provided herein.

### SECTION 3 - CHANGES OF WORK

3.1. The Sponsor will have the right to make changes and alterations in the services of the engineer as may be considered necessary or desirable. Changes and/or alterations that reduce the lump sum fee will be negotiated between the Sponsor and the Engineer. Changes and/or alterations that increase the lump sum fee will be handled as Additional Services as stated in Section 4. Such changes and alterations shall not be considered as a waiver of any conditions of the Agreement, nor shall they invalidate any of the provisions thereof. The Engineer shall perform the work as changed or altered.

3.2. When required to do so by the Sponsor, the Engineer shall make such revisions as are necessary to correct Engineer's errors or omissions in the work. No additional compensation shall be paid for this work.

3.3. If the Sponsor requests changes to work previously completed by the Engineer and accepted by the Sponsor, the Engineer shall make such changes as directed by the Sponsor. This will be considered additional work and paid for as specified in Section 4 - Additional Services.

### SECTION 4 - ADDITIONAL SERVICES

4.1. When authorized by a written Supplemental Agreement, the Engineer will furnish Additional Services as listed in Attachment D, "Additional Services to be Provided by the Engineer" attached hereto and made a part of this Agreement.

4.1.1. Compensation for such services will be in accordance with Section 5 - Payments to the Engineer.

4.2. If the Engineer is of the opinion that any work Engineer has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Engineer shall promptly notify the Sponsor in writing prior to performing the extra work.

4.2.1. In the event the Sponsor finds that such work does constitute extra work, the Sponsor shall so advise the Engineer, in writing, and pursuant to a Supplemental Agreement shall provide extra compensation to the Engineer for doing this work as Additional Services covered in Section 5 - Payments to the Engineer.

## SECTION 5 - PAYMENTS TO THE ENGINEER

### 5.1. Methods of Payment for Services and Expenses of Engineer

5.1.1. For Basic Services. Sponsor shall pay Engineer for Basic Services as set forth in Attachment B, "Basic Services to be Provided by the Engineer."

5.1.1.1. A lump sum amount shall be allocated to the phases of the Project as set forth in Attachment E, "Lump Sum Fee Distribution to Engineer" attached hereto and made a part of this Agreement.

5.1.2. For Additional Services. Sponsor shall pay Engineer for work rendered under Section 4 - Additional Services in accordance with the provisions of the Supplemental Agreement to Engineering Services Agreement pertaining to the service provided.

### 5.2. Times of Payments

5.2.1. Partial payments shall be made monthly in proportion to those parts of the services that have been accomplished, as evidenced by monthly statements submitted by the Engineer to the Sponsor. In no case shall the partial payments be in excess of the value of the services completed at the time the statement is rendered.

5.2.2. The Engineer shall submit a monthly statement as directed by the Sponsor showing an estimate of the Basic Services rendered and the actual approved Additional Services rendered, except for Closeout Phase. All payments shall be submitted no later than ninety days after performing the work or incurring the costs. Closeout Phase statements shall be submitted only following completion of all tasks associated with the Closeout Phase.

### 5.3. Other Provisions Concerning Payments

5.3.1. Payments to the Engineer for Additional Services rendered will be based upon itemized and certified statements detailed to show the names of the employees and the time worked. Monthly statements should include authorized non-salary expenses with supporting itemized invoices for additional services.

5.3.2. Statements and supporting documents will be submitted to the Sponsor no more than monthly. Sponsor provided payment forms must be submitted with or as an Engineer's statement. Upon receipt and approval of each statement, the Sponsor shall pay the amount which is due and payable as provided herein within thirty (30) days of invoice receipt.

5.3.3. Final payment of any money due will be made to the Engineer after satisfactory completion of all services and obligations covered in this Agreement and acceptance of the work by the Sponsor.

#### 5.4. Maximum Amount of Payment

5.4.1. The maximum amount allowable for payment under the Professional Engineering Services Agreement is \$ \_\_\_\_\_ for all Basic Services furnished under Section 1 and as set forth in Attachment B.

### SECTION 6 - SUBCONTRACTORS

6.1. The Engineer shall not sublet or transfer any portion of the work under this Agreement unless approved in writing by the Sponsor. Subcontractors shall comply with the provisions of this Agreement and all state and federal regulations as applicable. Subcontracts may, at the option of the Sponsor, require approval of content. The Engineer shall provide to the Sponsor a list of all subcontractors that will perform the work and the contract amount of each subcontract on forms provided by the Sponsor. The Engineer shall provide a copy of the executed Agreement between the Engineer and each subcontractor when requested by the Sponsor.

6.2. In the event the Engineer provides any of the services set out in this Agreement by subcontracting the same with a subcontractor, the Engineer shall take all steps necessary as appropriate to ensure that said subcontractor indemnifies the Sponsor, and at the option of the Engineer, the Engineer for liability arising from any acts or omissions of said subcontractor, it being the express intention of the parties hereto that any liability for said acts or omissions shall be the responsibility of said subcontractor. In the event that Engineer does not take such appropriate and necessary steps to ensure the indemnification described in this provision, Engineer shall assume such liability as is described in this provision, and hereby agrees to so indemnify the Sponsor for such acts or omissions of said subcontractor as are described herein.

6.3. Texas Administrative Code, Title 43, Rule 9.208 requires payment of all subcontractors within 10 days after the date that the Engineer receives payment for work performed by a subcontractor. In order to enforce Rule 9.208, the Engineer shall provide the name and amount of each subcontract, if any. The Engineer will report payments to each subcontractor on a monthly basis and list reasons for nonpayment. The Sponsor may withhold all payments that have or may become due if the Engineer fails to comply with the 10-day payment requirement. The Sponsor may also suspend the work under this Agreement or any work authorizations until subcontractors are paid. This requirement also applies to all lower-tier subcontractors, and this provision must be incorporated into all subcontracts. Completion of the subcontractor's work shall include test, maintenance and other similar periods that are the responsibility of the subcontractor.

### SECTION 7 – AIRPORT IMPROVEMENT PROGRAM CONTRACT PROVISIONS

7.1. The Engineer shall comply with the provisions of Attachment F, “Special Provision Contractor Contractual Requirements and Title VI Assurances” attached hereto and made a part of this Agreement.

## SECTION 8 - DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

8.1. Disadvantaged Business Enterprise requirements do not apply to this contract.

## SECTION 9 - TERMINATION OF AGREEMENT

9.1. The Agreement may be terminated upon the occurrence of any of the following conditions:

9.1.1. By mutual Agreement and consent of both parties in writing.

9.1.2. By the Sponsor by notice in writing to the Engineer as consequence of failure by the Engineer to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Engineer.

9.1.3. By either party, upon the failure of the other party to fulfill its obligations as set forth in Section 1 - Scope of Services.

9.1.4. By the Sponsor for reasons of its own and not subject to the mutual consent of the Engineer by delivering a written Notice of Termination to the Engineer, which shall take effect on the tenth (10th) day following receipt.

9.1.5. By the condition stipulated in Section 2.7.

9.1.6. By the situation stipulated in Attachment G, "Disadvantaged Business Enterprise (DBE) Assurances".

9.1.7. By the condition stipulated in Section 22.1, "Child Support Certifications".

9.1.8. By satisfactory completion of all services and obligations described herein.

9.2. Should the Sponsor terminate this Agreement, no fees other than fees due and payable at the effective date of termination, shall be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Sponsor shall be the sole judge. Payment for work at termination will be based on work completed at that time.

9.3. If the Engineer defaults in performance of this Agreement or the Sponsor terminates the Agreement for fault on the part of the Engineer, the Sponsor will give consideration to the actual costs incurred by the Engineer in performing work to date of default, the amount of work required which was satisfactorily complete to date of default, the value of the work which is usable to the Sponsor, the cost to the Sponsor of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Sponsor of the work performed at time of default.

9.4. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, obligations and liabilities of the Sponsor, and Engineer under this Agreement with regard to payment only. If the termination of this Agreement is due to the failure of the Engineer to fulfill Agreement obligations, the Sponsor may take over the project and

prosecute the work to completion by Agreement or otherwise. In such case, the Engineer shall be liable for any additional costs for professional services resulting from the Engineer's default.

## SECTION 10 - DISPUTES

10.1. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of procurements made by the Engineer in support of the work authorized herein.

10.2. Any dispute concerning the work performed hereunder, the cost of work performed hereunder, or any non-procurement issue shall be settled in accordance with Title 43, Texas Administrative Code, Section 9.2, "Contract Claim Procedure".

## SECTION 11 - OWNERSHIP OF DOCUMENTS

11.1. Work for Hire. All services provided under this Agreement are considered work for hire and as such all final plans and specifications created or collected under the terms of this Agreement are the property of the Sponsor.

11.2. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to Engineer by the Sponsor shall be delivered to the Sponsor upon completion or termination of this Agreement. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Sponsor this Agreement, but further use of the data will at the Engineer's own risk and without liability or legal exposure to the Sponsor.

11.3. Release of Design Plan. The Engineer (1) will not release any design plan created or collected under this Agreement except to its sub-providers as necessary to complete the Agreement; (2) shall include a provision in all subcontract which acknowledges the Sponsor's ownership of the design plan and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for improper use of the design plan by its employees, officers, or sub-providers, including costs, damages, or other liability resulting from improper use.

11.4. Any reuse without the written verification or adaptation by the Engineer of the plans and specifications by the Sponsor for purposes other than those directly associated with this specific Agreement and project are at the Sponsor's own risk and without liability or legal exposure to the Engineer.

## SECTION 12 - COMPLIANCE WITH LAWS

12.1. The Engineer shall comply with applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of courts, or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the Sponsor with satisfactory proof of Engineer's compliance.

12.2. The Engineer certifies that it complies with Attachment J, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, attached hereto and made a part of this Agreement, and is not currently prevented from entering into any federally funded contract.

### SECTION 13 - INDEMNITY

13.1. The Engineer shall save harmless the State, Sponsor, and their officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement and to the extent caused by error, omission, or negligent act of the Engineer or any person employed by the Engineer. The Engineer shall also save harmless the State and Sponsor from any and all expense, including, but not limited to, reasonable attorney fees which may be incurred by the State or Sponsor in litigation or otherwise resulting said claim or liabilities which may be imposed on the State or Sponsor as a result of such activities by the Engineer or its employees.

13.2 Section 13.1 above is expressly applicable to all items, clauses, codicils, and addenda of this Agreement.

### SECTION 14 - ENGINEER'S WARRANT

14.1. The Engineer warrants that Engineer has not employed or retained any company or persons, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that Engineer has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### SECTION 15 - SUCCESSORS AND ASSIGNS

15.1. The Sponsor and the Engineer each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without written consent of the other.

### SECTION 16 - ENGINEER'S SEAL

16.1. The Engineer shall place the seal of a registered Texas Professional Engineer as endorsement on all documents and engineering data furnished by the Engineer to the Sponsor when such seal is required under Texas law.

## SECTION 17 - INSPECTION OF ENGINEER'S BOOKS AND RECORD

17.1. The Sponsor may, for purpose of termination of the Agreement prior to completion, examine the books and records of the Engineer for the purpose of checking the amount of the work performed by the Engineer at the time of Agreement termination. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at the Engineer's office during the Agreement period and for three years from the date of final payment under the Agreement, for inspection by the Sponsor, the Federal Aviation Administration, and the U.S. Department of Transportation, Office of Inspector General. The Comptroller General of the United States, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examinations, excerpts, and transcriptions.

17.2. The State Auditor or Sponsor may conduct an audit or investigation of any entity receiving funds from the Sponsor directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor or Sponsor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor or Sponsor with access to any information the State Auditor or Sponsor considers relevant to the investigation or audit.

## SECTION 18 - WARRANTIES OF SIGNATORY

18.1. The undersigned signatory or signatories for the Engineer hereby represent and warrant that the signatory is an officer of the firm for which the signatory has executed this Agreement and that the signatory has full and complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Sponsor to enter into this Agreement.

## SECTION 19 - INSURANCE

19.1. The Engineer shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other person and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The Engineer shall furnish the Sponsor a completed Certificate of Insurance provided and approved by the Sponsor prior to beginning work under this Agreement.

## SECTION 20 - OPINIONS OF COST

20.1. Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the

construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer.

#### SECTION 21- ENTIRE AGREEMENT

21.1. This Agreement together with the Attachments, Exhibits and Special Provisions identified herein constitutes the entire Agreement between the Sponsor and the Engineer and supersedes all prior written or oral understandings. This Agreement and Attachments, Exhibits, and Special Provisions may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### SECTION 22 - CHILD SUPPORT CERTIFICATION

22.1. Under Section 231.006 of the Family Code, the Engineer certifies that the individual or business entity named in this Agreement is eligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate. The Engineer further acknowledges that he or she has read Attachment I, attached hereto and made a part of this Agreement.

#### SECTION 23 - APPLICABLE LAW

23.1. Under Section 22.055 (a), Transportation Code, Chapter 22, this Agreement is made pursuant to the law governing the making of Agreements by or on behalf of a local government of the State of Texas.

#### SECTION 24 - PROHIBITED TECHNOLOGIES

24.1 In accordance with the Texas Statewide Plan for Prohibited Technologies, Contractor shall not provide services, equipment, or systems to TxDOT or Sponsor determined to be a Prohibited Technology by TxDOT or Sponsor. A list of entities currently determined to be Prohibited Technologies is available at <https://ftp.txdot.gov/pub/txdot/itd/cybersecurity/prohibited-technologies-list-cybersecurity.pdf>

#### SECTION 25 – DEBT TO THE STATE

25.1. If the Comptroller is currently prohibited from issuing a warrant to the Engineer because of a debt owed to the State, then the Engineer agrees that any payments owing under the Agreement will be applied towards the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

#### SECTION 26 – VENUE

26.1. Exclusive venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties hereto in Washington County, Texas.

#### SECTION 27 – ENGINEER’S EMPLOYEES

27.1 By executing this Agreement, the Engineer is certifying that the Engineer does not have any knowledge that any of its employees or any employees of a sub-provider who are expected to work under this Agreement have a relative that is employed by the Sponsor unless the Engineer has notified the Sponsor of each instance. The term "relative" refers to a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or the grandparent, parent, sibling, child, or grandchild of the person’s spouse.

#### SECTION 28 - ISRAEL BOYCOTT CERTIFICATION AND PROHIBITION: Pursuant to Texas Govt. Code Chap. 808 (HB89) and Chap. 2270 (SB253):

28.1 “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise 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.

28.2 ENGINEER hereby certifies that (1) it does not boycott Israel, and (2) shall not boycott Israel during the term of the Professional Services Agreement.

28.3 Pursuant to Texas Government Code Chapter 2252, Subchapter F, ENGINEER affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

28.4 If this Agreement has a value of \$100,000 or more, and if ENGINEER has more than 10 full-time employees, ENGINEER’S signature herein below shall constitute written verification that the ENGINEER: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

28.5 If this Agreement has a value of \$100,000 or more, and if ENGINEER has more than 10 full-time employees, ENGINEER’S signature herein below shall constitute written verification that ENGINEER: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

#### SECTION 30 - FORCE MAJEURE.

30.1. ENGINEER shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of SPONSOR or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of ENGINEER. The schedule governing the timing for ENGINEER's performance shall be equitably extended to address any such force majeure events impacting ENGINEER's time for performance.

IN WITNESS WHEREOF, Each party is signing the agreement on the date stated under that party's signature. The agreement shall take effect on the signature of both parties (the "Effective Date")

**ENGINEER**

**SPONSOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE SPONSOR**  
**BREHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF**  
**AIRPORT DEVELOPMENT**

Sponsor shall do the following in a timely manner so as not to delay the services of the Engineer:

1. Provide sufficient criteria and information as to the Sponsor's requirements for the Project including but not limited to, design objectives, capacity and performance requirements, and budget constraints; identify design and construction standards which the Sponsor will require to be used for the Project.
2. Make available plans, specifications, maps, field notes, previous reports, statistics, and other data in the Sponsor's possession relative to the existing facilities and to the Project.
3. Furnish the Engineer appropriate data in the Sponsor's possession including, but not limited to, soils and foundation investigations, boundary and other surveys, environmental assessments or environmental impact statements, and planning or engineering reports.
4. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer.
5. Give prompt written notice to the Engineer whenever the Sponsor observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractor(s).
6. Direct the Engineer to provide necessary Additional Services as stipulated in Section 4 of this Agreement or other services as required.

**ATTACHMENT B**  
**BASIC SERVICES TO BE PROVIDED BY THE ENGINEER**  
**BREHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF**  
**AIRPORT DEVELOPMENT**

Engineer shall provide the Sponsor professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Sponsor's professional engineering representative for the project and providing professional engineering consultation and advice incidental thereto.

**BASIC SERVICES**

A. Preliminary Engineering Report Phase

After written notice to proceed with the Preliminary Engineering Report Phase, Consultant shall:

1. Attend conferences and meetings including a Pre-design Conference with the Sponsor, the Sponsor, and other interested parties to review available data and to clarify and define schedules and requirements of the Project.
2. Perform field surveys, including any necessary topographic or other surveys required to collect data necessary for the design of the Project excluding boundary and rights-of-way surveys.
3. Perform certified soils investigations and certified materials testing necessary for the design of the Project. Prepare a certified soils investigation and certified soils report and furnish one (1) copy to the Sponsor as part of the Preliminary Engineering Report. Soils Investigation and Materials Testing shall include but not be limited to the items listed in the Attachment for, "Soils Investigation and Materials Testing for Design", and shall be completed by a certified technician. Items listed in this Attachment will be paid under the provisions of Section 5 - Payment to the Consultant. Soils Investigation and Materials Testing in excess of those items listed in the Attachment will be paid for under the provisions of Section 4 -Additional Services.
4. Prepare a Preliminary Engineering Report consisting of but not limited to a general description of the scope of the Project, schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved, including applicable requirements of governmental authorities having jurisdiction, and the alternative solutions available to Sponsor, and setting forth Consultant's findings and recommendations. The report will discuss environmental concerns and alternative solutions. The report will set forth the Consultant's opinion of total probable costs for the Project, including but not limited to the following, which will be separately itemized: (a) construction cost; (b) engineering costs; (c) construction inspection; (d) construction testing; and, (e) (on the basis of information furnished by the Sponsor) allowances including: (i) charges of all other professionals and consultants; (ii) costs of land and rights-of-way; (iii) costs of other services

to be provided by others for Sponsor. The total of all such costs, allowances, etc. are hereinafter called "Total Project Cost." The Consultant shall furnish two (2) draft copies of completed report documents to Sponsor for review. Consultant's opinions of probable Total Project Costs provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, familiar with Federal Aviation Administration Advisory Circulars, TxDOT specifications, and current market forces and prevailing costs.

5. Attend conference to review completed report documents with Sponsor, and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

#### B. Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, Engineer shall:

1. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.
2. Establish the scope of any special surveys, boundary surveys, or special tests which in the opinion of the Engineer, may be required for the design of the Project. If approved by the Sponsor and TxDOT, arrange for such work to be done.
3. On the basis of the accepted Preliminary Engineering Report, prepare 70% complete preliminary design documents consisting of all preliminary drawings, Bid Proposal, technical specifications and modifications using strike-thru and bold method to reflect changes and other related documents. The Engineer shall furnish one (1) copy to Sponsor and one (1) copy to TxDOT for review.
4. Furnish to Sponsor a revised opinion of probably total project costs based on the preliminary design drawings.
5. Attend conference to review preliminary design documents with Sponsor and TxDOT, and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.
6. Make revisions to the Preliminary Design Documents as may be required after review by the Sponsor and TxDOT or other approving authorities.

#### C. Final Design Phase

After written authorization to Proceed with the Final Design Phase, Consultant shall:

1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable total project costs, prepare final design documents consisting of all final drawings (100%

complete), Bid Proposal, technical specifications, and modifications using strike-thru and bold method to reflect changes and other related documents. The Consultant shall furnish two (2) copies of the draft final design documents and other related documents to the Sponsor for review.

2. Provide required technical criteria, written descriptions and design data; submit applications for permits; obtain approvals of such governmental authorities as have jurisdiction to approve the design of the Project; and assist Sponsor in consultations with appropriate authorities.
3. Furnish to Sponsor a revised opinion of probable total project costs based on the final Drawings and Specifications.
4. Attend conference to review final design documents with Sponsor, and other approving authorities. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.
5. Make revisions to the Final Design Documents as may be required after review by the Sponsor and other approving authorities. After revisions, the Consultant shall furnish one (1) copy of the final design documents to Sponsor.
6. Consultant shall prepare and furnish one (1) bound copy of the Construction Management Plan.
7. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.
8. Make amendments to the Preliminary Engineering Report to reflect any revisions to project scope, design criteria, Total Project Costs and other significant items that are incorporated into the Final Design Documents.
9. Prepare and submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, and supporting documents as necessary and any additional required documentation. Provide email confirmation of submittal to Sponsor within one (1) calendar day of submission.
10. Prepare a Storm Water Pollution Prevention Plan (SW3P), Erosion Control Plan & details, and supporting documents as necessary.
11. At approximately 75% of design completion, provide a Construction Safety Phasing Plan (CSPP) and Checklist according to FAA AC 150/5370-2F, or current version, to Sponsor for review and comments. Incorporate comments and upload final submittal into the FAA's OEAAA system for final approval. Provide email confirmation of submittal to Sponsor within one (1) calendar day of submission.
12. If applicable, prepare and furnish Sponsor the Airport Construction Emission Inventory form.

13. Furnish Sponsor a geometry data file on a computer aided design and drafting (CADD) format to indicate construction items.

**D. Bidding Phase**

After written authorization to proceed with the Bidding Phase, Consultant shall:

1. Prepare and deliver to Sponsor all approved issued for construction documents (listed below) at a resolution of 300 dpi on maximum sheet size of 11" x 17" within two (2) weeks from Notice to Proceed.
2. Provide separate PDF files electronically for each item listed below
  - a. Cost Estimate for Construction (1 copy each in PDF and Microsoft Excel format)
  - b. Sign, sealed and dated Project Drawings
  - c. Sign, sealed and dated Technical Specifications in one file as specified in the Table of Contents
  - d. Final sign, sealed and dated Geotechnical Report, if applicable
  - e. Drawing Index
  - f. Construction Management Plan
  - g. Final Engineering Report

**E. Construction Administration Phase**

1. Attend and chair Pre-Construction meeting with the selected Contractor
2. Attend construction progress meetings based roughly on one (1) meeting per month
3. Review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, samples, and mock-ups for general conformance with information given and the design concept expressed in the Contract Documents
4. Review and certify the amounts requested by the Contractor on the Application and Certification for Payment
5. Visit the site to become generally familiar with the progress of the quality of the work completed
6. Through construction administration activities with monthly progress meetings, submittal approvals, RFI's, change orders, construction schedule approval, and project closeout, serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the construction contractor with the construction drawings and specifications
7. Perform final closeout procedures and verification of Punch Lists for the Contractor's use

**PROJECT-SPECIFIC ASSUMPTIONS AND CLARIFICATIONS**

**CONCEPT SITE DEVELOPMENT ALTERNATIVES**

As an early component of the Preliminary Engineering Report Phase, the Engineer will create three (3) concept drawings depicting suggested hangar layouts on the site located immediately north of the northernmost existing hangars (in the vicinity of the existing AWOS which is scheduled be relocated by others). These concepts will be compliant with FAR Part 77 airspace requirements, as well as other pertinent FAA design standards (BRL, OFA, RSA, RPZ, etc). The development of the concepts will be created with the understood needs of the Airport. Each alternative will be displayed either on the survey

background or existing aerial photography. These initial concepts will include major components such as aircraft and vehicular access and parking, hangars of various sizes, and security fencing. A brief technical memorandum will be provided in pdf format to the Sponsor describing each alternative. Based on feedback from the Sponsor, a preferred alternative will be selected, which will serve as the basis for the design effort of this project. The alternatives and justification for the preferred alternative will be presented in the Preliminary Engineering Report.

## PRELIMINARY ENGINEERS REPORT

The report shall include a general assessment of available site utilities, and anticipated level of effort required to extend utilities to the development site. A recommendation will also be made as to the benefit of including utility extension in the proposed project vs. future inclusion with hangar design/development.

## PROJECT FORMULATION

This element includes preparation of the project scope and fees, as well as initial coordination and initial site visits, and coordination with subconsultants.

## GEOTECHNICAL INVESTIGATION

This element includes performance of field sampling and a geotechnical report to include information necessary to design the pavement and make other sitework grading and embankment recommendations, as well as to inform future hangar foundation design.

## PRELIMINARY AND FINAL DESIGN

- New taxilane and/or apron pavement will be designed to access proposed future hangars. Other than general site grading for the proposed hangars, design will not include hangar or hangar sitework design.
- The taxilane pavement will be constructed with TX-3076 Dense-Graded Hot-Mix Asphalt over TX-247 Flexible Base.
- Design will be limited only to the preferred alternative (as approved by the Sponsor). In general, this alternative is assumed to be of similar size and complexity to Short Term Development Project #4 in the RFQ. Design is expected to include earthwork, stormwater drainage, taxilane and/or apron pavement to support future hangar design and construction, and roadway pavement for vehicular access to the site. Design will be generally limited to the initial construction project with targeted value of approximately \$1.2M.
- No significant utility design is included. If recommended as a part of the initial site development project, the design may include coordination with utilities and simple extension of utility service lines (water and electric) to the general site location. However, if design of main/primary utilities are required, additional design fee may be required.

## DRAINAGE DESIGN (included in Preliminary and Final Design)

In order to meet all city drainage requirements, the following drainage design and reporting will be accomplished.

### *Phase 1: Pre-Development Analysis*

- Data Collection & Site Evaluation
  - Obtain site surveys, topographic maps, USDA soil surveys, and geotechnical reports
- Hydrologic Analysis
  - Determine pre-development drainage patterns
  - Model existing runoff conditions using industry-standard software (HEC-HMS, SWMM, ACAD SSA, Bentley Pond Pack, or similar)
  - Identify existing drainage infrastructure and outfall locations
- Regulatory Coordination
  - Review local/federal drainage requirements (FEMA, TxDOT, city/county regulations)
  - Coordinate with permitting agencies (if required)

### *Phase 2: Post-Development Analysis & Drainage Design*

- Hydrologic & Hydraulic Modeling
  - Model post-development runoff impacts (model will consider future build-out in the proposed hangar area)
  - Assess peak flow rates and drainage system capacity
  - Size necessary stormwater detention and conveyance infrastructure
- Stormwater Management Plan
  - Develop best management practices (BMPs) for water quality compliance
  - Prepare drainage calculations and technical reports
  - Identify mitigation measures for any increased runoff
- Construction Documents & Deliverables
  - Develop grading and drainage plans
  - Prepare stormwater detention and conveyance designs
  - Provide cross-sections, profiles, and construction details
- Regulatory Submittals & Approvals
  - Prepare and submit permit applications (if required)
  - Address agency comments and revisions

## GENERAL

### Environmental Assumptions –

- Environmental services are not included in this work authorization. If required, Sponsor will perform all environmental permitting and submissions for the project. Limited coordination with TxDOT is included.

### General Assumptions –

- Two in-person presentations to Sponsor are included.
- Runway Safety Area Evaluation is not included.
- Complete forecasting of operations is not required for the establishment of the fleet mix for pavement design. Limited research will be conducted in order to designate the critical aircraft and reasonable fleet mix in order to mimic existing published pavement strength.

SAMPLE

**ATTACHMENT C WORK SCHEDULE  
BREHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF  
AIRPORT DEVELOPMENT**

SAMPLE

**ATTACHMENT D  
ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER  
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF  
AIRPORT DEVELOPMENT**

SAMPLE

**ATTACHMENT E**  
**LUMP SUM FEE DISTRIBUTION TO THE ENGINEER**  
**BREHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT**

SAMPLE

**ATTACHMENT F SPECIAL PROVISION  
CONTRACTOR CONTRACTUAL REQUIREMENTS AND TITLE VI ASSURANCES  
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF  
AIRPORT DEVELOPMENT**

During the performance of this Agreement, the contractor, for himself, its assignees, and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

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

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

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

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the contractor complies, and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

6. General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders, and such rules as are promulgated to assure 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 obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or 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. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982.)

7. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

8. Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. (49 CFR Part 18).

9. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL 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 contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor 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 |

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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 contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor 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 |

11. ACCESS TO RECORDS AND REPORTS.

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor 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 contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

12. TRADE RESTRICTION

**TRADE RESTRICTION CLAUSE**

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

- a. 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);

b. 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;

c. 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 contractor or subcontractor who is unable to certify to the above. If the contractor 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 contractor 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 contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor 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 contractor or subcontractor 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 contractor 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.

13. BREACH OF CONTRACT TERMS.

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Agreement. 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.

14. CLEAN AIR AND WATER POLLUTION CONTROL.

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractors and subcontractors 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 contractor or subcontractor 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.

15. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.  
**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

16. Incorporation of Provisions.

The contractor shall include the provisions of paragraphs 1 through 15 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The Engineer certifies, by acceptance of this Agreement, that the Engineer:

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

2.) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If the Engineer cannot certify both of the above representations, the Engineer is ineligible to accept this Agreement unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Engineer therefore must provide information to the Sponsor about its tax liability or conviction to the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are

made. The Engineer agrees that it will incorporate this provision for certification in all lower tier subcontracts.

### **VETERAN'S PREFERENCE**

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

### **ENERGY CONSERVATION REQUIREMENTS**

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

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub- tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

### **Compliance with Nondiscrimination Requirements**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not 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 contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration)

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 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);
- 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;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

SAMPLE

**ATTACHMENT G  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES  
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF  
AIRPORT DEVELOPMENT**

**N/A this contract**

SAMPLE

**ATTACHMENT H**  
**SOILS INVESTIGATION, MATERIALS TESTING, AND SURVEYS FOR DESIGN**  
**BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF**  
**AIRPORT DEVELOPMENT**

SAMPLE

**ATTACHMENT I CHILD SUPPORT STATEMENT  
FOR NEGOTIATED CONTRACTS AND GRANTS  
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF  
AIRPORT DEVELOPMENT**

Under Section 231.006, Texas Family Code, the Engineer/Architect certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer/Architect is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract.

A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

**ATTACHMENT J  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
(49 CFR PART 29)**

**BREHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF  
AIRPORT DEVELOPMENT**

The provider certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

SAMPLE