

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR AVIATION CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **GARVER, LLC** (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, Fort Bend County desires that Consultant provide aviation consulting services, as will be more specifically described herein (hereinafter "Services");

WHEREAS, the Texas County Purchasing Act, §262.024 (4) Texas Local Govt. Code, exempts from competitive bidding contracts that are a personal or professional service;

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a professional service and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.

WHEREAS, Consultant represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services in accordance with Exhibits A & B to this Agreement.

Section 2. Personnel

- A. Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

- B. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Consultant's fees shall be calculated at the rates set forth in the attached Exhibits A & B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibits A & B is seventy-six thousand dollars (\$76,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. Consultant understands and agrees that the Maximum Compensation stated is an inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to Consultant to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy with those reimbursement limits is attached and incorporated as Exhibit C to this Agreement. Consultant will not be reimbursed for costs in excess of those listed in Exhibit C.
- E. County will pay Consultant based on the following procedures: Upon the earlier of the following: (i) completion of the tasks identified in the Scope of Services, or (ii) on a monthly net 30 day basis. Consultant shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold disputed payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of seventy-six thousand dollars (\$76,000.00) specifically allocated to fully discharge any and all liabilities County may incur.

- B. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed seventy-six thousand dollars (\$76,000.00).

Section 5. Time of Performance or Term

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than 120 calendar days thereafter. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County. Notwithstanding the foregoing, time is of material consideration for the Services provided by the Consultant, in no event shall delay damages or liquidated damages be applicable to Services.

Section 6. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge.
- B. Termination for Default
 - 1. Following reasonable prior notice and opportunity to cure, County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. [Not used].
- C. Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 7. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. Section 27. Mutual Waiver of Consequential Damages and Limitation of Liability

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER); AND, CONSULTANT'S (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO 200% OF THE AGREEMENT PRICE REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE OF ANY KIND OR CHARACTER).

- D. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE SERVICES (PATENT, LATENT OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT..
- E. Consultant shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Consultant, including modifications in the scope of Services, applicable law, codes, or standards after the effective date of this Agreement.

Section 8. Ownership and Reuse of Documents

All documents, reports, graphic presentation materials, delivered by Consultant as a part of its Services under this Agreement, shall become the property of County at the time of payment under Section 3 for work performed; provided however, any and all underlying intellectual property, if any (unless provided by County), shall remain the property of Consultant such that Consultant may continue to perform its business in the normal course. Upon payment in full, Consultant shall grant County an irrevocable, non-exclusive, royalty-free license to use the same

for the purposes contemplated under this Agreement. To the extent allowed under applicable law, County shall release, defend, indemnify and hold harmless Consultant and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables for any other project.

Section 9. Inspection of Books and Records

Upon reasonable, advance notice, Consultant will permit County, or any mutually agreeable, duly authorized agent of County, to inspect and examine the books and records of Consultant during ordinary business hours for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years. In no event shall County be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

Section 10. Insurance

- A. Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A-(minus)/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required) to the extent of the indemnities agreed between the parties in Section 11 of this Agreement. All Liability policies written on behalf of Consultant shall contain a waiver of

subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

- B. If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- C. Consultant shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- D. No cancellation of to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County. Consultant shall provide thirty (30) days' notice of material change.
- E. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Consultant.

Section 11. Indemnity

CONSULTANT SHALL INDEMNIFY COUNTY AGAINST ALL THIRD PARTY TORT LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM NEGLIGENT ACTIVITIES CAUSING BODILY INJURY (INCLUDING DEATH) AND TANGIBLE PROPERTY DAMAGE BY CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES ARISING DURING PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERFORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

Section 12. Confidential and Proprietary Information

- A. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. For a period of three (3) years following expiration of this Agreement, any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement which is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 12.A in writing promptly after being disclosed verbally shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents that are delivered to County from Consultant as part of its Services shall be treated with respect to confidentiality in the

same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) was, is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant without the use of the Confidential Information and (d) is required to be disclosed by applicable law or a court order.

- B. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to sell, assign, license, market, , give, or disclose Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents and subconsultants (if any) of their obligations to keep Confidential Information confidential. Without limitation of the foregoing, Consultant shall advise County promptly in the event Consultant learns Consultant's employees, subconsultants or agents violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information. Notwithstanding any provision to the contrary, Consultant may retain back-up copies of the Confidential Information in its computer systems to the extent that routine computer back-up procedures create copies in the associated back-up or archival computer storage system; provided however, such information shall remain subject to the obligations of this Agreement. Consultant may retain at least one copy of the documents or data containing the confidential information for corporate records and other legitimate corporate purposes.
- C. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to

the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

- A. In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.
- B. Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County
	Attn: County Judge
	401 Jackson
	Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: Purchasing Agent
301 Jackson, Ste. 201
Richmond, TX 77469

Consultant: GARVER, LLC
12141 Wickchester Lane Suite 200
Houston, TX 77079

C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any 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, licensing laws and regulations, to the extent enforced as of the effective date of this Agreement. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

- A. Consultant warrants to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the ordinary professional standards required under Texas Civil Practice & Remedies Code § 130.0021, and/or Texas Local Government Code § 271.904(a) for services provided in similar circumstances, as applicable.
- B. [Not used]

Section 17. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Consultant are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement without regard to its choice of law provisions. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. The prevailing party of this Agreement shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs, if any.

Section Section 19. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law. Notwithstanding the foregoing, nothing herein shall be interpreted as prohibiting

Consultant from disclosing general information regarding the Services for future marketing purposes.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

Section 27. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 9 day of April, 2024.

FORT BEND COUNTY

KP George

KP George County Judge

GARVER, LLC

Frank McIllwain

Authorized Agent- Signature

Frank Mcillwain

Authorized Agent- Printed Name

Sr. Vice President

Title

March 25, 2024

Date

ATTEST:



Laura Richard

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$76,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

EXHIBITS A & B

Scope of Service



12141 Wickchester Lane
Suite 200
Houston, TX 77079
TEL 713.491.8333
FAX 713.395.5486
www.GarverUSA.com

November 27, 2023

Commissioner Grady Prestage
Fort Bend County Precinct 2
301 Jackson St
Richmond, TX 77469

Re: Garver Scope for Airport Layout Plan and Capital Improvement Plan Phase 2 for Houston Southwest Airport

Dear Commissioner Prestage:

Thank you for the continuing opportunity to assist Fort Bend County in their potential acquisition of Houston Southwest Airport. Attached you will find our updated proposal for preparing the final documents per FAA and TxDOT requests. The proposed work includes the following:

- Prepare the Airport Layout Plan and Exhibit A per FAA and TxDOT request
- Prepare Final Capital Improvement Plan Based on Revised ALP
- Assist County in Preparing Response Regarding Operation and Management Plans pending determination of current airport employee's status with county
- Assist County in Preparing Letter Response Regarding FAA Grant Assurances
- Assist County in Drafting Assignment and Assumption Agreement
- Assist County in Preparing List of Property and Equipment to be Used in Operation of Airport

Attached you will find a draft of the proposed scope for this work. Based on this scope of work, we proposed to perform the scope of work for a lump sum fee of **\$76,000.00**. The proposed fee includes all labor and expenses for the scope.

Please call me if you have any questions.

Sincerely,

GARVER

Jason Frank, P.E MBA.
Regional Aviation Leader

Attachments: Exhibits A and B

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**EXHIBIT A
(SCOPE OF SERVICES)
ALP UPDATE AND CIP PHASE 2**

Generally, the Scope of Services includes the following professional services for Fort Bend County - Houston Southwest Airport.

- Project Administration
- Final Airport Layout Plan Development
- Final Exhibit A Development
- Capital Improvement Plan Update
- Assist County in Drafting Response Regarding Ops/Management Plan
- Assist County in Drafting Letter Regarding Grant Assurances
- Assist County in Drafting Assignment and Assumption Agreement
- Assist County in Preparing List of Property and Equipment

1. PROJECT ADMINISTRATION

- 1.1. Garver will provide consultation and advice to Fort Bend County during the performance of this service. Garver will attend coordination meetings alone or with local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

2. ALP and EXHIBIT A DEVELOPMENT

- 2.1. General: Garver will prepare the Airport Layout Plan and Exhibit A property map for Houston Southwest Airport based on the comments and needs of FAA and TxDOT from coordination meetings.
- 2.2. The Airport Layout Plan (ALP): The ALP shall be consistent with FAA AC 150/5070-6B (Latest Edition), SOP 2.0 and other FAA guidance in effect as of the date of the contract, the layout drawing will be prepared to reflect updated physical features, wind data, location of airfield facilities (runway, taxiway, nav aids), and existing terminal area development. These drawings will include identification of obstructions and obstruction data tables. Appropriate wind rose data based on historical conditions reports by NOAA, will be annotated on the ALP.
- 2.3. Exhibit A Property Map: A separate property map, drawn to similar scale as the Airport Layout Plan, will be prepared. This map will include the appropriate graphic and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas with the airport's boundaries. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, clear zones, and terminal facilities) which justify the retention of airport property.
- 2.4. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the County and FAA, including attending coordination, one (1) draft and one (1) final review meetings for the update of the ALP and Exhibit A.

3. PREPARATION OF CAPITAL IMPROVEMENT PLAN

- 3.1. Garver will assist county and Houston Southwest Airport in preparing updated CIP based on comments received from FAA and TxDOT to address infrastructure and safety of the airport.



This information will be used, along with the needs and goals of the county, to prepare cost estimates for the five-year capital improvement plan for the airport.

- 3.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the County and FAA, including attending coordination, one (1) draft and one (1) final review meetings for the preparation of capital improvement plan.

4. PREPPARATION OF FAA DOCUMENTATION

4.1 Garver will assist county and Houston Southwest Airport in preparing the following required by the FAA:

- Response Regarding Operation and Management Plans pending determination of current airport employee's status with county
- Letter Response Regarding FAA Grant Assurances
- Drafting of Assignment and Assumption Agreement
- Preparing List of Property and Equipment to be Used in Operation of Airport

5. QUALITY CONTROL

5.1. Garver will complete a quality control review prior to any design submission to County and/or FAA. A senior planner and project manager will complete QC reviews.

6. ADDITIONAL SERVICES

6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Engineering, architectural, or other professional services beyond those listed herein.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

7. SCHEDULE

7.1. Garver shall begin work under this Agreement within ten (10) days of executed agreement and notice to proceed (NTP) and shall complete the work in accordance with the schedule below:

Task	Calendar Days
ALP and Exhibit A Update	30 Calendar Days from Agreement Execution/NTP
Updated Capital Improvement Plan	30 Calendar Days from Agreement Execution/NTP
FAA Documentation	30 Calendar Days from Agreement Execution/NTP
Final ALP Exhibit A and CIP Update	60 Calendar Days from Agreement Execution/NTP

Exhibit B**Fort Bend County - Houston Southwest Airport
ALP Update and CIP Development Phase 2****ALP Update and CIP Phase 2**

WORK TASK DESCRIPTION	E-6	E-4	E-2
	hr	hr	hr
1. Project Administration			
Coordination with FAA	8		
Coordination with Client	8		
Coordination with (TxDOT)	8		
Coordination with City	8		
Progress meetings (on-site/virtual)	8		
Subtotal - ALP Update and CIP Phase 2	40	0	0
2. ALP and CIP			
Update ALD		3	4
Update Geometric Layout		4	4
Update Exhibit A		4	4
Update Terminal Area Drawings		4	4
Update Approach Drawings		4	4
Prepare Updated CIP Based on TxDOT/FAA Recommendations	2	2	2
Internal Quality Control (QC) Review	1	2	2
Incorporate QC Review Comments	1	4	2
Incorporate Conceptual (Owner/FAA/State) Review Comments	2	2	2
Prepare Final ALD		2	2
Prepare Final Geometric Layout		3	2
Prepare Final Exhibit A		4	2
Prepare Final Terminal Area Drawings		4	1
Prepare Final Approach Drawings		4	
Prepare Final CIP	10	4	
Assist County in Drafting Response Regarding Ops/Mgmt Plans	16		
Assist County in Drafting Letter Regarding Grant Assurances	12		
Assist County in Drafting Assignment and Assumption Agreemen	12		
Assist County in Preparing List of Property and Equipment	4		
Subtotal - Project Administration	140	50	35

Hours	180	50	35
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SUBTOTAL - SALARIES:	\$75,005.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$255.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$240.00
Travel Costs	\$500.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$995.00
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SUBTOTAL:	\$76,000.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$76,000.00
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EXHIBIT C

TRAVEL POLICY

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

Revised September 26, 2023, Effective October 1, 2023

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas**

Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with the reimbursement request.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate, you may book a room at another hotel at a rate equal to or lower than the conference/seminar rate.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate or at the conference/seminar rate, you may provide three (3) comps to support the higher rate. This will serve as the justification for the higher rate. The comparable hotels should be within five miles of the host event and should be of similar hotel class.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate.

If a traveler cannot find a traditional hotel, a direct rental (Airbnb, VRBO, etc.) is allowable. All previous maximum daily rates still apply. Any fees incurred through a direct rental must also be included in the daily rate calculation and remain below the limits. Fees may include, but are not limited to, cleaning fees, extra guest fees, or service fees. (Taxes are not included in this calculation, as they are charged to hotel stays as well).

Travel websites including but not limited to Expedia and Travelocity shall not be used to book lodging.

In order to qualify for any of the above-mentioned exceptions, a lodging reservation must be made 14 days prior to travel. If travel is required without 14-day notice, the traveler must provide back-up which explains why the 14-day advance booking was not possible.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable. The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

County Exemption Status – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

MEALS:

Meals including in-state and out-of-state will be reimbursed to the traveler at a flat rate of \$70 (full day). The travelers per diem on the departure day and final day will be at 75% of the per diem, which is \$52.50. The amount reimbursed will be paid through payroll and is subject to federal taxation.

Late Night Arrival – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

Day trips: Prior to 01/01/2024 – Meals will not be reimbursed for trips that do not require an overnight stay. Effective 01/01/2024 - The traveler is subject to per diem reimbursement. Day trip includes a trip outside the County that requires a traveler to leave Fort Bend before 7:00 AM and/or return to the County after 6:00 PM will be eligible for reimbursement at 75% of the per diem, which is \$52.50. Amount reimbursed for day trips will be paid through payroll and are subject to federal taxation.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by

a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: The County will only reimburse direct travel to and from a location where County-related business is being conducted. Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Enterprise for the State Travel Management Program is listed here: <https://comptroller.texas.gov/purchasing/programs/travel-management/rental/enterprise.php>

When making a reservation traveler should provide the County's agency # [REDACTED]. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

- Optional Customer, Coupon or Corporate number is [REDACTED]
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form <https://econnect.fortbendcountytx.gov/documents-forms/auditors-office-forms> for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute or court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Garver, LLC
Houston, TX United States

Certificate Number:
2024-1138771

Date Filed:
03/25/2024

Date Acknowledged:
04/09/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-CoJdg-100322
Garver Airport Layout

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SOBER, JEFFREY	HOUSTON, TX United States	X	
	HOLDER, JR., JERRY	HOUSTON, TX United States	X	
	HOSKINS, BROCK	HOUSTON, TX United States	X	
	SCHNIERS, BRENT	HOUSTON, TX United States	X	
	MCILLWAIN, FRANK	HOUSTON, TX United States	X	
	GRAVES, MICHAEL	HOUSTON, TX United States	X	
	MOTT, JR., Wm. EARL	HOUSTON, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)