

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Engineering

AGENDA DATE: May 19, 2009

CONTACT PERSON/PHONE: R. Alan Shubert, P.E., City Engineer 541-4423

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

Discussion and action that the City Manager be authorized to sign the Agreement for Engineering Services by and between the **CITY OF EL PASO** and **KIMLEY-HORN AND ASSOCIATES, INC.** for a project known as "**RUNWAY 8R-26L EXTENSION**" for an amount not to exceed **EIGHT HUNDRED FORTY FOUR THOUSAND SIX AND 64/100 DOLLARS (\$844,006.64)** and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed **EIGHT HUNDRED NINETY FOUR THOUSAND SIX AND 64/100 DOLLARS (\$894,006.64)**.

BACKGROUND / DISCUSSION:

The Engineering Department completed the Architect/Engineer Selection Process and selected Kimley-Horn and Associates, Inc. The scope of work includes engineering design services to extend Runway 8R-26L east 1,100 feet, extend Taxiway L east 1,100 feet, new hold pad for Runway 26L and lighting for both.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

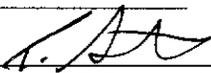
Project G620AIP0026, Fund 11516, Dept ID 62620031, Account 508016 \$844,006.64 FAA Airport Improvement Program and FAA Passenger Facility Charge Program

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example:  if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign the Agreement for Engineering Services by and between the **CITY OF EL PASO** and **KIMLEY-HORN AND ASSOCIATES, INC.** for a project known as **"RUNWAY 8R-26L EXTENSION"** for an amount not to exceed EIGHT HUNDRED FORTY FOUR THOUSAND SIX AND 64/100 DOLLARS (\$844,006.64) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed EIGHT HUNDRED NINETY FOUR THOUSAND SIX AND 64/100 DOLLARS (\$894,006.64). The City Manager is also authorized to make all necessary budget transfers in connection with the award of this contract.

ADOPTED THIS _____ DAY OF _____ 2009.

APPROVED AS TO CONTENT:

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Mark Shoemith
Assistant City Attorney

APPROVED AS TO CONTENT



R. Alan Shubert, P.E.
City Engineer

Summary

Project Name: Extension of Runway 8R-26L

District: All Districts

Scope of work

DESCRIPTION OF PROPOSED WORK REQUESTED:

Design of Extension of Runway 8R-26L, to include the following:

1. Extend Runway 8R-26L to the east by approximately 1,100 feet
2. Extend Taxiway L to the east by approximately 1,100 feet
3. New hold pad for Runway 26L
4. Runway and Taxiway lighting for extensions
5. Investigation and inventory of utilities that will affect the project
6. Surveying services
7. Design documents for bid letting (FAA and Federal funds requirements)
8. Air quality analysis of the proposed construction
9. Development of Storm Water Pollution Prevention Plan (SWPPP)
10. Development of construction phasing plan
11. Development of construction safety plan
12. Development of construction management program
13. Coordination with the Federal Aviation Administration (FAA) for relocation of Omni-Directional Approach Light System (ODALS) and Runway End Identification Light System (REIL)
14. Coordination with the FAA, Air Traffic Control Tower, Airlines, and Airport staff, and any other affected agencies, to include utility agencies, if applicable
15. Coordination with FAA, Air Traffic Control Tower, Airlines, and Airport staff and any other affected agencies, to include utility agencies if applicable.

OBJECTIVE:

The primary objective is to extend runway 8R-26L at the El Paso International Airport.

Department Requesting Service: Airport

Procurement Type: Architect/Engineer Selection Process (Qualification based)

Request for Qualification Notification Date: December 1, 2008

Firms that were notified: All pre-qualified Civil Engineers

Request for Qualification Due Date: December 18, 2008

Architect/Engineer firms that submitted RFQ packages:

Kimley-Horn
SLI
URS
Chiang, Patel & Yerby
Huitt-Zollars
Garver
Parkhill, Smith & Cooper

Architect Engineer Selection Committee Members

Alan Shubert, P.E., City Engineer
Irene Ramirez, P.E., Assistant City Engineer
Ted Marquez, P.E., Assistant City Engineer
Monica Lombraña, Assistant Director of Aviation Development
Sam Rodriguez, P.E., Engineering Division Manager

Date Final ranking was submitted: February 26, 2009

Final Ranking of Firms

Firm	Rank	Outcome
Kimley-Horn	1	Finalist
Chiang, Patel & Yerby	2	Not selected
SLI	3	Not selected
Parkhill, Smith & Cooper	4	Not selected
URS	5	Not selected
Huitt-Zollars	6	Not selected
Garver	7	Not selected

Date firms were notified in writing of final selection: February 27, 2009

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**
(Agreements over \$100,000.00)

This Agreement is made this _____ day of _____, 2009 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **KIMLEY-HORN AND ASSOCIATES, INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as “**RUNWAY 8R-26L EXTENSION**,” hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five working days time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed ~~EIGHT HUNDRED FORTY FOUR THOUSAND SIX AND 64/100 DOLLARS~~ **(\$844,006.64)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by the City Engineer, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**. **FOR REQUIREMENTS CONTRACTS ONLY:** The term of this Agreement shall be for a period not to exceed N/A () **consecutive calendar days**, except as specifically noted herein.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further,

the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - Personal Injury or Death**
\$500,000.00 for one person or occurrence
\$1,000,000.00 for two or more persons or occurrences
 - Property Damage**
\$500,000.00 per occurrence
 - General Aggregate**
\$1,000,000.00

- b) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**

\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and

set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 0% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT.

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for

approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

CONSULTANT:

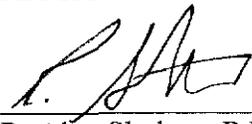
Kimley-Horn and Associates, Inc.

By: 
Title: SR. VP.

APPROVED AS TO FORM:


Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:


R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2009,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

Arizona (12)
THE STATE OF ~~TEXAS~~ §
§
Maricopa
COUNTY OF ~~EL PASO~~ §
§

This instrument was acknowledged before me on this 8 day of May, 2009,
by Pierre Pretorius, as Principal of Kimley-Horn and Associates, Inc.



Veronica A. Gonzalez
Notary Public, State of ~~Texas~~ §
Arizona

My commission expires:

April 15, 2012

4-3-2009

SCOPE OF WORK

RUNWAY 8R-26L EXTENSION
for
EL PASO INTERNATIONAL AIRPORT
CITY OF EL PASO
ENGINEERING DEPARTMENT

April 3, 2009

GENERAL DESCRIPTION OF PROJECT

The City of El Paso (City) and El Paso International Airport (EPIA) requires consulting and engineering services for extending Runway 8R-26L and Taxiway L, 1,100 feet to the east. These services include *pre-design investigations* including reimbursable agreement with the FAA, survey and geotechnical investigations, *preliminary design and final design*. In addition, this project will include *design construction administration* which will include the bidding phase, notice of award, weekly visits to the site and partial work during the week to answer any questions or comments that arise in the field. See Figure 1 for the location and limits as outlined in the pre-proposal meeting.

Definitions:

Owner (Engineer): City of El Paso, herein referred to as "City"

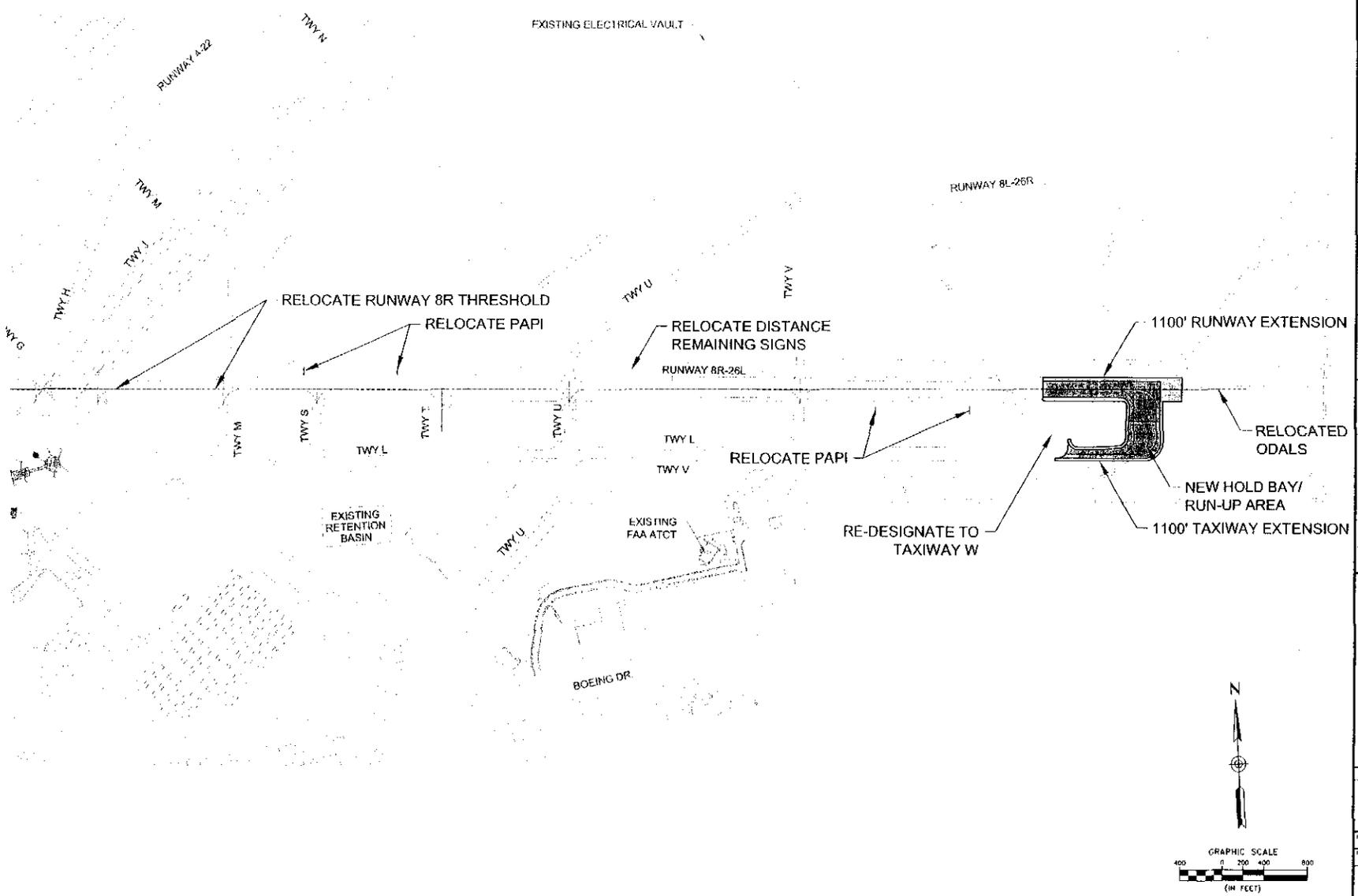
Consultant: Kimley-Horn and Associates, Inc. (KHA, Kimley-Horn, Engineer) – Project Manager and Overall Civil Design

Sub-Consultants: Brock and Bustillos Inc. – Initial investigations, Survey, Coordination, Administration, Civil Design
 CEA Engineering Group – Civil Design, Drainage, Storm Water Pollution Prevention Plan, Utility Coordination
 Licon Engineering Co. – Geotechnical
 Roy D. McQueen and Associates, Inc. – Pavement Evaluation, Design, Construction Support

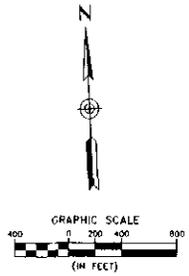
GENERAL SCOPE OF SERVICES

The Kimley-Horn team will provide the reimbursable agreement with the FAA, pavement design; geotechnical investigation; survey; identify locations of existing utilities from as-builts and visual items in the field; conduct various pre-design evaluations; geometrical, pavement evaluation and design, drainage, and airfield lighting adjustment, relocation of FAA items and new lighting and signage; development of construction phasing plans; drawings, specifications, and bid documents for a single base bid package of Runway 8R-26L. Alternative bids for construction with PCCP pavement will also be included in this bid package. Additional work items that will be included are: Engineer' Design Report, estimate of Opinion of Probable Construction Costs and related engineering services such as meetings and coordination with the City of El Paso, The FAA, consultants working on other design projects in the project vicinity, the airlines and tenants.

ATTACHMENTS A & B



<p>CITY OF EL PASO</p>		<p>PROJECT NAME EL PASO INTERNATIONAL AIRPORT RUNWAY 8R-26L EXTENSION PROJECT SCOPE</p>	<p>DATE RETICULE</p>
<p>SCALE DATE DRAWN BY CHECKED BY APPROVED BY</p>		<p>PROJECT NAME Kimey-Horn and Associates, Inc. 10000 UNIVERSITY AVENUE, SUITE 100 DALLAS, TEXAS 75243-1000 PHONE: 214.343.1100 FAX: 214.343.1101</p>	<p>DATE RETICULE</p>
<p>PROJECT NO. FILE NO. GEOMETRICS</p>		<p>SHEET 1 OF 1</p>	



DATE: 11/11/2009 11:58 AM
 PROJECT: EL PASO INTERNATIONAL AIRPORT
 DRAWING: RUNWAY 8R-26L EXTENSION
 SHEET: 1 OF 1
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

ATTACHMENTS A & B

It is understood that this project schedule is 75 Days for Preliminary Design, 45 Days for Pre-final Design Phase and 30 Days for Final Design Phase.

The major items associated with this project as outlined in the Cities Scope include:

1. Extend Runway 8R-26L to the east by approximately 1,100 feet
2. Extend Taxiway L to the east by approximately 1,100 feet
3. New hold pad for Runway 26L
4. Runway and Taxiway lighting for extensions
5. Investigation and inventory of utilities that will affect the project
6. Surveying services
7. Design documents for bid letting (FAA and Federal funds requirements)
8. Air quality analysis of the proposed construction
9. Development of Storm Water Pollution Prevention Plan (SWPPP)
10. Development of construction phasing plan
11. Development of construction safety plan
12. Development of construction management program
13. Coordination with the Federal Aviation Administration (FAA) for relocation of Omni-Directional Approach Light System (ODALS) and Runway End Identification Light System (REIL)
14. Coordination with the FAA, Air Traffic Control Tower, Airlines, and Airport staff, and any other affected agencies, to include utility agencies, if applicable
15. Coordination with FAA, Air Traffic Control Tower, Airlines, and Airport staff and any other affected agencies, to include utility agencies if applicable.

The Consultant will investigate the site and review as-builts; develop schematic drawings, cost estimates, basis for design alternatives for pavement; pavement markings, new electrical and electrical adjustments; refine the schematics and cost estimates; provide CADD plan files, specifications, cost estimates and calculations; provide construction phased services including pre-bid assistance, addenda preparation and shop drawing review; attend weekly construction meetings, perform site visits when requested and prepare post-construction as-built drawings.

SPECIFIC SCOPE OF SERVICES

The Consultant will provide consulting and engineering services for the administrative coordination, pre-design, preliminary design, final design, bidding, and construction services for the Extension of Runway 8R-26L including shoulders as follows: specific description of our sub-consultant's scope of work are included in this proposal. The sub-consultants that will be associated with project include: Roy D. McQueen and Associates (DBE), Brock and Bustillos Inc., CEA Engineering Group (DBE), and Licon Engineering Company (DBE).

The services are summarized for Kimley-Horn and Associates, Inc. and our sub-consultants. The detailed scope of work for our sub-consultants is then included for each firm and is attached to this Scope of Work if not included herein.

Formatting standards for all drawings, documents, and reports will be defined by Kimley-Horn and Associates, Inc. and the City of El Paso using the latest version of AutoCAD software for drawings and the Microsoft Word 97 software for word processing. All work by the Kimley-Horn team will conform to or be compatible with these conventions. Professional seals and signatures will be provided on completed documents in accordance with Texas law regulating the practice of engineering and surveying.

ADMINISTRATIVE SERVICES

Kimley-Horn will provide administrative tasks throughout the project including project planning, budgeting, schedules and updates, attend and chair review meetings and prepare minutes for all meetings.

Contract Maintenance – Kimley-Horn will be responsible for the organization of project team, contracts, negotiations with the City, legal review, execution of the prime contract, scope monitoring, budget monitoring, schedule monitoring, and preparation of requests for supplements.

Subcontract Negotiation and Administration – Kimley-Horn will be responsible for the development of scope of services, issuance of scopes and draft associate and sub-consultant agreements, review of prices and comments, negotiation of scope and price, legal review and contract execution.

Client Kick-off Meeting – Kimley-Horn will be responsible for the preparation of agenda, coordination of invitees, meeting notices, preparation of handouts, conducting the meeting, preparation and distribution of minutes.

Internal Kick-off Meeting – Kimley-Horn will be responsible for the preparation of design review meetings, progress reports, preparation and distribution of meeting minutes.

Progress Reporting – Kimley-Horn will be responsible for the preparation of design review meetings, progress reports, preparation of agenda, coordination of invitees, meeting notices, preparation of handouts, conducting the meeting, preparation and distribution of meeting minutes.

Invoicing – Kimley-Horn will be responsible for the development of invoicing schedule, communication with sub-consultants, collection of sub-consultant/supplier invoices, and preparation of monthly invoices to the City of El Paso, invoice tracking, and billing distribution.

A. BASIC SERVICES

1.0 SCHEDULE I SERVICES (PRE-DESIGN SERVICES) (Four weeks)

The Consultant will review existing data, field review the project site, determine design alternatives, and meet with the City and Airport to summarize the pre-design results. This task will include schematic drawings. Tasks in this phase consist of the following:

1.1 Meetings – A Pre-Design (Kick-Off Meeting) will be scheduled prior to commencing work. This meeting shall include the City of El Paso and EPIA officials, consultant and sub-consultants.

Additional Team Meetings will be held to coordinate the project, track schedule, define responsibilities and identify any information that is lacking early.

1.2 FAA REIMBURSABLE AGREEMENT -

A Reimbursable Agreement will be required for this project due, at least in part, to the necessary modifications to the FAA-owned facilities (26L PAPI, 8R PAPI and 26L ODALS, etc.). A Reimbursable Agreement (RA) is a contract between an Airport Sponsor, in this case, EPIA, and the FAA, for the FAA to oversee changes, additions, or replacement of their facilities and FAA re-commissioning flight checks. The scope of the RA can range from complete turnkey services (i.e. the FAA will design, procure, install, etc.) to simply having the FAA participate in and oversee the design and installation or modification of the FAA-owned equipment. The design work might be accomplished by the implementation of an interim agreement letter while the RA process is underway.

KHA will assist EPIA in developing the Draft Request for an RA. Early coordination and teambuilding is critical to the successful implementation of the RA.

In order to maintain the design schedule it is anticipated that the design work on FAA facilities must be well under way prior to implementation of the RA. It would be best under these conditions that the

ATTACHMENTS A & B

RA be established such that the FAA provides design oversight at the 90% level and construction inspection support associated with the actual construction of the FAA facilities.

Depending on the wishes of EPIA, specific work scope for this task can be as follows:

- a. Preparing the Request for Signature and Submittal by EPIA: This subtask includes the preparation of the necessary documentation for EPIA to sign and submit to the FAA for them to initiate the Reimbursable Agreement Process.
- b. Coordination Meetings with EPIA and the FAA in Ft Worth and El Paso: KHA will work with EPIA and the FAA to facilitate the timely processing of the Reimbursable Agreement. KHA will facilitate meetings and conference calls with ANI/ATO throughout the critical periods of the project to ensure the RA process and associated actions by ANI/ATO are well communicated and coordinated. This sub-task includes two KHA staff organizing and attending up to three meetings with the FAA in Ft Worth as well as conference calls every other week throughout the life of the project.

1.3 Field Investigations – This task includes field investigations, review and coordination for the following:

Review existing paving documents, as-built plans, design reports, and Master Plan. In addition, the team will investigate old photos and meet with Airport personnel to define any utilities that might be present at the airport.

Review geotechnical reports and construction records as available.

Review existing survey grid and control. Review existing electronic files of as-builts available for existing facilities. Local topographic field surveys will be provided to gather detailed data for each site for design purposes. Field survey will establish the survey control for the project layout.

Review aircraft mix, traffic records and forecasts as provided by Ricondo and Associates in the latest version of the Master Plan. Additional meetings will be held with operations to verify the findings and percentage of traffic on the Runway and Taxiway.

Review and investigate utility maps to determine location of existing utilities. The team will investigate with the utility companies. TESS, members of EPIA staff and utilize old photos, as-builts, and any other records that might be available to identify the location of existing utilities, known and unknown.

This information will be provided in the plans for the contractor. Utilities in conflict will then be relocated along with the utility company. Utilities identified as abandoned will be recommended for removal and the plans will reflect this.

A review of the drainage will be completed to determine the effects on the drainage during construction and what methods of remediation will be required during the construction and what methods of remediation will be required during the design phase. This information will be utilized in the development of the Storm water Pollution Prevention Plans (SWPPP). Meetings will be held with City personnel to head off any questions and eliminate rework of these plans. The contractor will then utilize these plans and pay the associated fee during the construction of this project.

The infield area will need to be analyzed to determine the size of basin required to retain the runoff within this area. Grading Plans will be developed to provide the retention basin in an area away from the pavement surface and out of the required safety areas.

Review environmental requirements as provided by EPIA to determine construction impacts.

Interview selected engineering, operations, and maintenance staff for operational, construction historic issues and construction phasing.

1.4 Pre-Design Topographic Surveys

Horizontal and vertical control will be established using existing local monuments. No extensive off-site surveys are included. Temporary benchmarks will be placed in the field outside of the Runway Safety Area for use during the construction phase services of this project. No boundary related surveys including ROW calculations and documentation are included.

Topographic field surveys will be gathered for the Extension of Runway 8R-26Lbox including side slopes, the existing Distance remaining signs, a profile along Taxiway L, extended survey for the ODAL's and infield locations and elevations of existing ground, edge of pavement, edge lighting, signage, visible manholes, handholes, duct markers, drainage inlets, utilities, and other identifiable features will be located. Field surveys will establish the survey control for the project layout.

Topographic Surveys will be on a 25-foot grid basis for all paved areas and 50-foot grid for all non-paved areas.

Assumptions:

Access to the airfield will be provided 24 hours a day except for areas within the runway safety area, which will be provided and scheduled with EPIA Operations. Coordination with operations will continue throughout this and all portions of the project.

Deliverables:

A surveyor's report containing the final survey control and copies of our field notes will be provided. The report will be sealed by a registered surveyor. The field gathered data will also be provided in electronic format as an ASCII file.

1.5 Geotechnical Services

A subsurface exploration will be performed for this project with 12 borings to depths of 25 feet. The soil strata will be logged, soils will be visually classified, and both loose and basically undisturbed samples will be taken for laboratory testing.

Geotechnical investigations including geotechnical explorations, laboratory testing and pavement evaluations will be performed on relatively undisturbed samples for in situ moisture and density. Loose samples will be tested for sieve analysis, plasticity index, maximum density and optimum moisture. A total of twelve (12) California Boring Ratio (CBR) Tests will be performed along the Runway and Taxiway to determine the strength of the base material for this project.

Recommendations for the fill material as well as a pavement section will be determined.

Assumptions:

Access to the airfield will be provided 24 hours a day except for areas within the runway safety area. A schedule will be worked out with the EPIA Operations prior to beginning work.

Licon Engineering Company personnel will review plans for the locations of underground facilities under and adjacent to locations identified for explorations in order to avoid these facilities during the progress of on site exploration and testing. Confirmation of utilities with airport personnel will be obtained prior to any drilling operations.

Deliverables:

A written report will be prepared to include a Site Plan showing the test bore locations, logs of borings, and results of field and laboratory testing.

1.6 Structural Analysis

We will review the Geotech test data and various pavement materials to develop pavement alternative design options. Conventional, Elastic Layered and Finite Element Analysis will be used for pavement section designs. This will include the latest traffic forecast data for EPIA including aircraft type, weight and frequency of operation.

We will evaluate the structural capacity of the proposed pavements with respect to their ability to accommodate forecasted aircraft. Alternatives for PCCP and AC pavement will be investigated.

Pavement recommendations, jointing, spacing and details will be provided.

Deliverables:

A written report will be prepared to include basis of design.

1.7 EPIA Electrical Facilities Modifications

The following EPIA airfield electrical facility modifications will be included in the contract documents:

- Modifications of the Runway 8R-26L edge lights, airfield signage, and wind cones;
- Modifications of the edge lighting for the Taxiways 'L' extension and elements other taxiways as might be effected by the runway relocation work;
- Modifications of the Airfield Lighting Vault (ALV) and Airfield Lighting Control System (ALCS);.

Scope of Work - KHA will provide the design and construction drawings and specifications for these electrical facilities. The scope for this work includes indentifying the limits of construction and tying the new electrical system with the existing lighting system for both ends of the runway to assure a fully light system upon completion of this phase.

Design Issues to be addressed for the Runway and Taxiway Edge Lighting and Signage Systems Extension:

- 1)Runway and Taxiway edge lighting systems
 - i) New elevated and in-pavement lights including concrete bases, conduit and cabling.
 - ii) Extend system layout to conform to latest FAA Advisory Circular (A/C) and existing lighting systems.
 - iii) Provide layout geometry and construction details.
- 2)Signage system – Taxiways Guidance and Mandatory Signs
 - i) New signs including concrete bases, conduit and cabling.
 - ii) Modified signage layout to conform to latest FAA Advisory Circular (A/C) and existing signage system.
 - iii) Provide layout geometry and construction details.
 - iv) Provide signage plan for FAA review which will meet current FAR Part 139 requirements.
- 3)ALV and ALCS
 - i) Review the ALV and ALCS and design modifications as needed to accommodate proposed loads and functions.

- 4) Temporary Runway and Taxiway edge lighting systems
 - i) Temporary edge lights including bases, conduit and cabling as needed to accommodate the various phases of the project.
 - ii) Provide layout geometry and construction details.

1.8 FAA Electrical Facilities Modifications

KHA will provide design services for FAA facilities to be relocated or replaced as follows:

- Runway 8R PAPI-4 will be relocated
- Runway 26L PAPI-4 will be relocated
- Runway 26L ODALS (Omni-Directional Approach Lighting System) will be relocated

Scope of Work - Scope of services includes site investigation, record drawing research, review existing electrical systems including the airfield lighting vault, system design, and coordination with the FAA.

Design Issues to be addressed for the Reconstruction of the Approach Lighting Aids:

- 1) FAA Coordination
 - i) Assist in the generation of the letter for the request for a Reimbursable Agreement (RA) between EPIA and the FAA.
 - ii) Provide assistance and documentation as needed during RA discussions with the FAA.
- 2) Temporary Approach Lighting Aids
 - i) Provide layout plans and construction details for temporary PAPI and/or REILs.

1.9 Pre-Design Report/Meeting – We will summarize preliminary investigations and pavement section alternatives for major project items at the first review meeting. Our team will also identify potential alternative bid limits, all the initial concepts, initial phasing and estimated construction duration.

1.10 Schematic Drawings (five copies) – We will provide schematic drawings showing the reconstruction projects and the alternative bid locations. The drawings will serve as a working planning document for the first design meeting. Additional copies will be distributed for further review by the City and Airport. These will include initial phasing documents to discuss with the airport and preliminary Storm Water Pollution Prevention Plans.

1.11 Air Emissions Report (five copies) – The KHA team has determined from discussions with the FAA that an Emission Study will not be required for this project. The airport received a Categorical Exclusion along with the EA that was completed for this project. This document has the air emission included in that report.

1.12 Administrative – We will provide administrative tasks throughout the project including project planning, budgeting, schedules and updates, weekly progress reports, attend weekly review meetings and prepare minutes of these meetings.

Deliverables:

Schedules, weekly progress reports and minutes.

1.13 7460 – 7480 Forms

KHA will prepare and submit the required 7460 form for Construction at an airport as well as the 7480 form that is required to relocate the Runway End locations.

2.0 SCHEDULE II SERVICES (DESIGN SERVICES)

The Consultant will prepare Final Construction Plans and Specifications, Contract Documents, Engineer's Design Report and Consultant's Opinion of Probable Construction Cost. This design will incorporate from the pre-design investigations and comments from all design review meetings. Tasks in this phase consist of the following:

- 2.1** Prepare Final Construction Plans (60%, 85% and 100% submittals) based on review comments received from the City, EPIA, Airlines and the FAA for the respective submittals.
- 2.2** The team will coordinate and meet with the airlines that operate at EPIA during the design process and prior to bidding of this project. Meeting minutes will be prepared following each meeting and distributed to all parties in attendance and with the City personnel. Comments and suggestions from those meetings will be evaluated and modification to the plans might be made from those comments. Any changes to the plans will be distributed to the attendees and discussed during the next meeting.
- 2.3** Prepare final general, special, and technical construction specifications (60%, 85% and 100% submittals) incorporating FAA assurances, general conditions, special conditions, and technical specifications according to FAA's Advisory Circular AC 150/5370-10A, Standards for Specifying Construction of Airports. Review comments received from the City, EPIA, and the FAA will be incorporated into the following submittal.
- 2.4** Prepare final construction quantities and estimates of Opinion of Probable Cost at the 60%, 85% and the 100% submittals. These estimates shall be based on local costs and shall reflect construction during daytime operations at the airport.
- 2.5** Prepare a Final Engineer's Design Report at the 60%, 85% and the 100% submittal that will identify the design processes for major project items with references to FAA standards.

Engineering design of airfield pavements will be in accordance with the current regulations established by the Federal Aviation Administration (FAA), and the U.S. Department of Transportation which have jurisdiction in the development, design and construction of this type of facility. Design standards shall be in accordance with FAA Advisory Circular 150/5300-13.

- 2.6** Construction Plans – We anticipate that these projects will be bid in one base bid package with an alternate bid and several phases to the project. We anticipate 48 Civil Design sheets and 81 Electrical Sheets along with additional cross sections that will not be included in the plans set for this package. Some of the anticipated sheet descriptions are as follows;

Description

Cover Sheet	1
Sheet Index and Abbreviations	1
General Notes and Summary of Bid Quantities	1
Taxiway Designation Plan	1
Project Layout Plan – Contractor Staging Area	1
Horizontal and Vertical Control	1

ATTACHMENTS A & B

Demolition Plan	1
Construction Phasing and Barricade Plan and Details	1
Typical Sections	2
Geometric Layout Plans	4
Grading and Drainage Plans	12
Paving Plan and Profile Sheets (Vertical Control)	6
Paving Joint Layout Plans and Elevations	4
Paving Joint Layout Details	2
Paving Marking Plans Demo	2
Temporary Paving Marking Plans Demo	1
Runway Remarketing – Taxiway marking	11
Paving Marking - Details	1
SWPPP Plans	4
TOTAL CIVIL PLANS	48
ELECTRICAL SCOPE OF WORK	E0.01
AIRFIELD LIGHTING SYSTEM SYMBOLS AND KEYMAP	E1.00
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.01
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.02
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.03
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.04
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.05
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.06
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.07
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.08
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.09
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.10
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.11
AIRFIELD ELECTRICAL SYSTEM LAYOUT PLAN - STA.	E1.12
AIRFIELD FIXTURE LAYOUT SYMBOLS AND KEYMAP	E2.00
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.01
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.01A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.02
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.02A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.03
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.03A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.04
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.04A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.05
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.05A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.06
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.06A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.07
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.07A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.08
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.08A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.09
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.09A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.10
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.10A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.11
AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.11A
AIRFIELD ELECTRICAL FIXTURE LAYOUT PLAN - STA.	E2.11

ATTACHMENTS A & B

AIRFIELD ELECTRICAL FIXTURE LAYOUT TABLES	E2.11A
SIGN DETAILS	E3.01
EDGE LIGHT INSTALLATION DETAILS	E3.02
GROUNDING AND MISCELLANEOUS DETAILS	E3.03
DUCTS AND DESIGNATION DETAILS	E3.04
HANDHOLE DETAILS	E3.05
SUPPLEMENTAL WINDCONE DETAILS	E3.06
MISCELLANEOUS ELECTRICAL DETAILS	E3.07
AIRFIELD ELECTRICAL VAULT - SITE PLAN	E4.00
ELECTRICAL VAULT PLAN	E4.01
ELECTRICAL VAULT DETAILS	E4.02
MISCELLANEOUS ALV DETAILS	E4.03
R/W 8R-26L CIRCUIT PLAN	E4.04
T/W L CIRCUIT PLAN	E4.05
SIGNAGE SYSTEM SCOPE OF WORK	E5.00
NEW AIRFIELD SIGNAGE SYSTEMS MAP - STA.	E5.01
NEW AIRFIELD SIGNAGE SYSTEMS MAP - STA.	E5.02
NEW AIRFIELD SIGNAGE SYSTEMS MAP - STA.	E5.03
NEW AIRFIELD SIGNAGE SYSTEMS MAP - STA.	E5.04
NEW AIRFIELD SIGNAGE SYSTEMS MAP - STA.	E5.05
NEW AIRFIELD SIGNAGE SYSTEMS MAP - STA.	E5.06
AIRFIELD ELECTRICAL DEMOLITION SYMBOLS AND KEYMAP	E6.00
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.01
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.02
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.03
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.04
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.05
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.06
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.07
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.08
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.09
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.10
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.11
AIRFIELD ELECTRICAL DEMOLITION PLAN - STA.	E6.12
FAA NAVAIDS SCOPE OF WORK	E7.00
FAA - RUNWAY 26L ODALS - SITE DEMOLITION PLAN	E7.01
FAA - RUNWAY 26L ODALS - SITE DEMOLITION DETAILS	E7.02
FAA - RUNWAY 26L ODALS - SITE RELOCATION PLAN	E7.03
FAA - RUNWAY 26L ODALS - RELOCATION PLANS AND DETAILS	E7.04
FAA - RUNWAY 26L PAPI - SITE DEMOLITION PLAN	E7.05
FAA - RUNWAY 26L PAPI - PLANS AND DETAILS	E7.06
FAA - RUNWAY 8R PAPI - SITE DEMOLITION PLAN	E7.07
FAA - RUNWAY 8R PAPI - PLANS AND DETAILS	E7.08
TOTAL ELECTRICAL PLANS	81

Assumptions:

The limits of the bid package identified in the RFP and the scoping meeting, (plan sheets and construction documents) are anticipated for the projects outlined in this scope of work.

Deliverables:

ATTACHMENTS A & B

The final documents shall be submitted camera ready on mylar sheets for bidding purposes and for recording of records drawings. All deliverables will be according to City of El Paso formats. Anticipated formats shall be Microsoft word documents and AutoCADD electronic files.

An additional set will be sent to the FAA ADO at the 100% submittal levels.

A final set of plans (three copies) will be submitted prior to the final bidding plans for review and acceptance by the City and the Airport.

Final Bidding Plans and Specifications (Final percent submittal) – 30 blackline sets, one mylar set, with electronic AutoCADD file; 30 hard copy specifications and Microsoft electronic file.

Final Engineer's Design Report (five copies).

Final Engineer's Opinion of Probable Cost will be included in the Engineer's Design Report.

2.7 Quality Control Services

The Consultant shall be responsible for providing in house, independent quality review of plans and specifications, quantities and estimates of probable costs throughout the project as well as the 100% submittal. These reviews will be performed by our Quality Control Manager, one of our construction personnel and a peer within KHA, outside of the daily project production will be held for review of progress. Reports on our progress will be delivered to the City and the Airport following those meetings.

2.8 Bidding Phase (Cost Plus Services)

Bid Package – Assist the City in the assembly and/or preparation of Instructions and Invitations to Bidders, Contract Forms, and Bid Forms according to FAA criteria. Provide the Owner with a written description of the project for their use in advertising for bids, and issuance of bid sets to prospective bidders.

Pre-Bid Meeting – Provide a representative to meet with prospective bidders to review the scope of the project, details of the project and bidding procedures, tour the project.

Issue Addenda (as appropriate) – Assist the City in receiving bidder's questions, responding in writing with revisions to the plans or specifications to questions or other developments subsequent to the advertisement for bids.

Develop and Prepare Construction Management program – KHA will aid EPIA in the development of the Construction Management Plan that will need to be submitted to the FAA for review. This will be completed following the selection of a Construction Inspection Firm that will provide KHA with all of the required information from their firm for the program.

Deliverables:

Pre-Bid Meeting record
Addenda (if required)

3.0 SCHEDULE III SERVICES (CONSTRUCTION SERVICES) (Cost Plus Services)

3.1 **General Administration of Construction Contract:** The City of El Paso will hire a consultant to act as the City and Airport representative in the field. KHA will be responsible for attending weekly meetings, and answering questions related to the plans and specifications. The Engineer (KHA) shall consult with EPIA and the Resident Engineer on issues in the field and items relating to the

plans and specifications that need to be addressed. KHA will address those questions promptly as outlined in the specifications. Provide pre-award assistance including recommendation for award, and attend pre-construction conference; meet with the EPIA's representative on a weekly basis during the critical portions of the work to update progress of the construction. The ENGINEER shall have no responsibility for any Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices. The ENGINEER'S visits will be for the purpose of endeavoring to provide EPIA a greater degree of confidence that the completed work of its Contractor's will generally conform to the construction documents prepared by the ENGINEER. ENGINEER neither guarantees the performance of the Contractor(s), nor assumes responsibility for any contractor's failure to perform its work in accordance with the Contract Documents.

- 3.2 Resident Project Engineer (RPE):** The City of El Paso will hire an Aviation Resident Project Representative for the Construction Administration associated with this project.
- 3.3 Independent Testing Laboratory:** Will be provided by the City of El Paso or their Construction Administration Company. KHA will review test results (when provided) on a regular basis and provide comments and ask questions that are relevant to the construction.
- 3.4 Pre-Construction Conference:** KHA will attend the Pre-Construction Conference prior to the commencement of work at the site. Minutes of this meeting will be generated by the Resident Project Representative and distributed promptly.
- 3.5 Construction Surveys:** KHA assumes that the contractor will provide an independent surveyor to provide control survey and as-built survey for the construction portion of this project. The surveyor will re-establish the control as identified in the Contract Documents. All field surveys will be delivered to KHA for inclusion with the final as-builts.
- 3.6 Visits to Site and Observation of Construction:** The ENGINEER will provide weekly on-site construction observation as needed during the construction phase of the subject project. Observations will be limited, preceding or following the weekly construction meeting that will be identified during the pre-construction phase of this project. The ENGINEER will make visits to the site at intervals as directed by EPIA in order to observe the progress of the work. Such visits and observations by the ENGINEER are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on the ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, the ENGINEER will determine if the Contractor's work is generally proceeding in accordance with the Contract Documents, and the ENGINEER shall keep EPIA informed of the general progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable the ENGINEER to better carry out the duties and responsibilities during the construction phase by EPIA, and, in addition, the by exercise of the ENGINEER'S efforts, to provide EPIA a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. ENGINEER shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor shall the ENGINEER have the authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, or for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's finishing and performing the work. Accordingly, the ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility of any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 3.7 **Recommendations with Respect to Defective Work:** The ENGINEER will recommend to EPIA that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 3.8 **Clarifications and Interpretations:** The ENGINEER will issue necessary clarifications and interpretations of the Contract Documents to EPIA as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations of the Contract Documents to EPIA as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be submitted by the Cities representative authorized by EPIA.

- 3.9 **Change Orders and Field Orders:** The ENGINEER will review and make recommendations related to Change Orders submitted or proposed by the City Representative and the Contractor.

- 3.10 **Shop Drawings and Samples:** The ENGINEER will review and approve or take other appropriated action with respect to Shop Drawings, Submittals and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- 3.11 **Substitutes and "or-equal":** The ENGINEER will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions or applicable standards of the Federal Aviation Administration.

- 3.12 **Inspections and Tests:** The ENGINEER will require such special inspections and tests of the Contractor's work ENGINEER deems appropriate, and receive and review certificates of inspections within our area of responsibility, tests, and approvals required by laws and regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER shall be entitled to rely on the results of such tests.

- 3.13 **Disagreements between EPIA and Contractor:** This shall be handled by the City's representative; however, KHA will provide our independent opinion of the matter to EPIA.

- 3.14 **Applications for Payment:** KHA will review the Applications for payment with the field representative and comment on any changes that we feel is appropriate.

- 3.15 **Substantial Completion:** Shall be completed by the City's representative.

- 3.16 **Final Notice of Acceptability of the Work:** Shall be completed by the City's representative.

- 3.17 **Limitation of Responsibilities:** The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor. The ENGINEER may advise EPIA to suspend operations, wholly or in part, when safety violations or persistent nonconformance to the Control Documents are noted.

- 3.18 **Post Construction Phase:** The ENGINEER will provide assistance and consultation to EPIA for up to three months following final completion of the Project. This will include site visits to observe

any contractor deficiencies in their work and assist EPIA in recommendations in correcting such contractor deficiencies. Any additional assistance beyond the three month period will be on a time and material basis for fee.

3.19 Final Engineer's Report: Shall be completed by the City's representative.

3.20 Final As-Built Plans: KHA will provide the final as-built plans provided the information as completed in the field is documented per the contract requirements and provided to KHA. This information will be produced on Mylar and provided to the City of El Paso following the completion of the project.

4.0 Other Requirements:

4.1 Airside Security and Safety – The scheduling of field investigations and testing shall be determined by EPIA. Temporary and periodic night closures of the runway may be required for investigative purposes.

4.2 Access – All project team members which will need access to active operational areas on a long-term basis will be required to obtain a security badge from EPIA. Appropriate communications equipment frequencies shall be used while performing surveys and investigations. The vehicle operators shall comply with airport safety procedures.

4.3 Testing – All testing and analytical procedures shall conform to documented FAA requirements and criteria. FAA and the City of El Paso standards shall be used as applicable and in the respective order of priority.

4.4 Compliance – The proposed work must be in compliance with local Building Codes.

5.0 Owner's Responsibilities:

5.1 Provide copies of existing documents such as Master Plans, ALPs, as-built drawings, and construction records in its possession.

5.2 Provide Consultant access to the project.

5.3 Participate in planning activities.

5.4 Participate in the development of the project plans and specifications. Provide wage rates, DBE, legal, bonding and other provisions necessary for the contract documents.

5.5 Timely review and response (ten working days).

5.6 Approve pre-design studies, preliminary, final design and construction contract documents.

5.7 Conduct construction bidding process.

5.8 Assemble, reproduce and bind the contract documents for the bidding process.

5.9 Perform additional responsibilities as detailed in contract terms and conditions.

ATTACHMENTS A & B

El Paso International Airport
 City of El Paso
 Date : April 1, 2009

Kimley - Horn and Associates, Inc.
 Phoenix, Arizona

Runway 8R-26L Extension

**DERIVATION OF ENGINEERING FEE PROPOSAL
 (CIVIL Engineering Design Services)**

1. DIRECT LABOR

<u>TASK</u>	<u>DESCRIPTION</u>	<u>MANHOURS</u>	<u>TOTAL *</u>	<u>EXTENDED TOTAL</u>
60% DESIGN SERVICES				
001	Project Administration	289	45,950.00	
002	Record's Research	41	5,045.00	
003	Investigations	29	4,150.00	
004	Project Development	225	32,795.00	
005	Engineer's Design Report	123	15,830.00	
006	Construction Drawings (60% Submittal)	1480	188,198.00	
007	Quantities and Cost Estimate (60%)	94	12,725.00	
008	Project Specification (60%)	150	17,275.00	
010	Airline information Meeting (60%)	36	5,280.00	
Subtotal 60% Labor		2467		\$ 327,248.00
85% DESIGN SERVICES				
001	Construction Drawings (85% Submittal)	768	99,196.00	
002	Quantities and Cost Estimate (85%)	45	5,400.00	
003	Project Specification (85%)	82	8,490.00	
004	Engineer's Design Report	63	8,140.00	
005	Airline information Meeting (85%)	36	5,280.00	
Subtotal 85% Labor		994		\$ 126,506.00
100% DESIGN SERVICES				
001	Final Plans and Specification Submittal (100%)	333	40,945.00	
002	Final Airline information Meeting	16	2,550.00	
Subtotal 100% Labor		349		\$ 43,495.00
TOTAL DIRECT LABOR :		3810		\$ 497,249.00

* Includes Overhead at 194.29% of Labor Cost and a Profit at 10% of Labor and Overhead

2. DIRECT EXPENSES

60% DESIGN SERVICES			
	Travel & Per-Diem		7,486.00
	Expense Allocation - 4.8%		15,707.90
	Computer Costs		6,727.50
Subtotal 60% Direct Expenses			\$ 29,921.40
85% DESIGN SERVICES			
	Travel & Per-Diem		766.00
	Expense Allocation - 4.8%		6,072.29
	Computer Costs		3,045.00
Subtotal 85% Direct Expenses			\$ 9,883.29

ATTACHMENTS A & B

100% DESIGN SERVICES

Travel & Per-Diem	766.00	
Expense Allocation - 4.8%	2,087.76	
Computer Costs	1,020.00	
Subtotal 100% Direct Expenses		\$ 3,873.76
Five (5%) Markup		\$ 2,183.92
TOTAL DIRECT EXPENSES :		\$ 45,862.37

3. SUBCONSULTANT SERVICES

60% DESIGN SERVICES

ROY D. McQUEEN AND ASSOCIATES - Pavement Design	17,241.00	
BROCK AND BUSTILLOS - Surveying Services	74,765.12	
CEA Engineering Group	18,987.42	
LICON ENGINEERING CO - Geotechnical Services	19,960.00	
Subtotal 60% Subconsultants		\$ 130,953.54

85% DESIGN SERVICES

ROY D. McQUEEN AND ASSOCIATES - Pavement Design	1,778.00	
BROCK AND BUSTILLOS - Surveying Services	6,297.49	
CEA Engineering Group	7,716.78	
Subtotal 85% Subconsultants		\$ 15,792.27

100% DESIGN SERVICES

BROCK AND BUSTILLOS - Surveying Services	1,332.47	
CEA Engineering Group	4,700.50	
Subtotal 85% Subconsultants		\$ 6,032.97
Five (5%) Markup		\$ 7,638.94

TOTAL SUBCONSULTANT SERVICES :	\$ 160,417.72
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4. ESTIMATE OF REIMBURSABLE EXPENSES

REPRODUCTION OF PLAN AND FINAL BID DOCUMENTS

- 60% Submittal - 3 Sets of Contract Documents & Plans	3,750.00	
- 85% Submittal - 3 Sets of Contract Documents & Plans	3,750.00	
- 100% Submittal - 3 Sets of Contract Documents & Plans	3,750.00	
- Bid Submittal - 30 Sets of Contract Documents & Plans	11,250.00	

TOTAL REIMBURSABLE EXPENSES :	\$ 22,500.00
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TOTAL ENGINEERING FEE :	\$ 726,029.09
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ATTACHMENTS A & B

El Paso International Airport
 City of El Paso
 Date : April 1, 2009.

KIMLEY-HORN ASSOCIATES
 Phoenix, Arizona

**DERIVATION OF ENGINEERING FEE PROPOSAL
 (Construction Services)**

1. DIRECT LABOR

<u>TASK</u>	<u>DESCRIPTION</u>	<u>MANHOURS</u>	<u>TOTAL*</u>	<u>EXTENDED TOTAL</u>
<u>SCHEDULE III SERVICES (Construction Services)</u>				
001	Contract Administration	56	6,790	
002	Pre-Construction Activities	225	36,489	
003	Construction Surveys Coordination	0	0	
004	Construction Quality Assurance (QA) Program	166	28,090	
005	Post-Construction Administration	114	15,450	
006	Quality Control	20	3,920	
Subtotal Schedule III Labor		581		\$90,739.00
TOTAL DIRECT LABOR				\$90,739.00

* Includes Overhead at 194.29% of Labor Cost and a Profit at 10% of Labor and Overhead

2. DIRECT EXPENSE

<u>SCHEDULE III SERVICES (Construction Services)</u>			
Travel, Lodging, Per Diem, Vehicle Rental			
Expense Allocation - 4.8%			4,355.47
Computer Costs			1,500.00
Subtotal Schedule III Direct Expense			\$5,855.47
Five (5%) Markup			\$292.77
TOTAL DIRECT EXPENSES:			\$6,148.25

3. SUBCONSULTANTS SERVICES

<u>SCHEDULE III SERVICES (Construction Services)</u>			
Roy D. McQueen and Associates			
			11,631.00
CEA Engineering Group			
			8,455.00
Subtotal Schedule III Subconsultants			\$20,086.00
Five (5%) Markup			\$1,004.30
TOTAL SUBCONSULTANT SERVICES:			\$21,090.30
TOTAL ENGINEERING FEE:			\$117,977.55

SUB-CONSULTANT SCOPES AND FEES

ATTACHMENT "A"

SCOPE OF SERVICES
RUNWAY 8R-26L EXTENSION

CEA will analyze the infield ponding area within the limits of the project. In general, the analysis will consist of computing runoff rates for the required storm event and determining required ponding capacities. CEA will perform an investigation of the existing utilities, and coordinate with all utilities which could potentially be impacted due to improvements related to the project. CEA will also prepare a Storm Water Pollution Prevention Plan for submittal to the City of El Paso in accordance with NPDES requirements. The Plan shall consist of all necessary information to obtain the grading and storm water permits for this project. The Scope of Work developed for this project is based on information provided by the City's Engineering Department Scope and direction from Kimley-Horn & Associates.

Task 10: Project Management

1. Coordinate all activities with Kimley-Horn and Associates.
2. Administer the project, prepare monthly progress reports, if required, and attend periodic progress meetings with the design team.
3. Meet with City on a scheduled basis to review project progress.
4. Assign experienced staff members the responsibility of developing the procedures to be implemented during the project as well as preparing the work and to assure compliance with City policies.
5. Prepare a maximum of one (1) bid package for this project.

Task 20: Drainage Analysis

1. Drainage Requirements
 - a. Gather, review and assimilate data for the project.
 - b. Review existing and proposed field conditions, and perform a site investigation.
 - c. Review FAA requirements to ensure compliance.
2. Analyze the existing localized drainage conditions, and incorporate the proposed conditions in order to determine drainage areas, runoff rates, and volume requirements. Evaluate the infield retention pond requirements and provide recommendations for improvements. Establish pond capacity as per current City of El Paso and FAA design standards.
3. Develop documents outlining the employed methodologies, assumptions and hydraulic computations for the required drainage improvements.
4. Prepare plans (drawings) in AutoCAD format that include:
 - a. Drainage Computation/Watershed Area Sheets.
 - b. Runoff rates, and retention pond volume calculations.

Task 30: Utility Investigation

1. Utility Investigation Requirements

ATTACHMENTS A & B

- a. Gather, review and assimilate data for the project.
 - b. Initiate correspondence with utility agencies.
 - c. Identify all utilities that may be potentially impacted by project.
 - d. Review necessary guidelines for each specific utility.
2. Provide coordination with impacted utilities for relocation throughout the duration of the project.
 3. Prepare plans (drawings) in AutoCAD format that include:
 - a. Existing utility layout.
 4. Should a utility relocation be required, CEA will submit a separate scope and fee for services rendered at the time the relocation is deemed necessary.

Task 40: Storm Water Pollution Prevention Plan (SW3P)

5. SWPPP Requirements
 - a. Gather, review and assimilate data for the project.
 - b. Review existing and proposed field conditions.
 - c. Review FAA requirements to ensure compliance.
6. Develop Plan Criteria:
 - a. Develop general guidelines for the SW3P. Items such as haul routes, equipment storage, and other required facilities will need to be provided during the design.
 - b. Prepare comprehensive binder with all necessary requirements, including all forms necessary for approval.
 - c. Prepare exhibits designating construction requirements, including detailed project site layout and control structure layout.
7. SWPPP binder will be submitted twice, once during the Pre-Final and Final submittals. Only the plans will be included with the Bid Documents for bidding purposes. Approved SWPPP will be distributed to the selected Contractor during the Pre-Construction Meeting.
8. Meet with City staff for review and approval of SW3P documents.

Task 50: Contract Document Deliverables

1. Provide up to three (3) copies at each of the Design Phases.
2. Prepare a maximum of one (1) bid package.

Task 60: Bidding and Construction Administration Services

1. In general, these services will include the following:
 - Attend pre-bid conference.
 - Attend pre-construction conference.
 - Attend up to six (6) two hours construction meetings.
 - Perform periodic site visits.
 - Compile and deliver to the City a complete set of record documents conforming to information furnished to the Consultant by the Contractor including one set of mylars (3 mil) for the record drawings on electronic file (AutoCAD).

CEA Group
PROJECT BUDGET SHEET
EXHIBIT C

PROJECT NAME:	KHA - Runway 8R-26L Extension		
JOB NUMBER:	8030-009-TA		
DATE:	4/3/2009		
FEE TYPE:	LUMP SUM		
PREPARED BY:	FC		
PROJECT MGR:	FC		
TOTAL FEE:	\$	39,859.70	
DESIGN FEE:	\$	30,319.00	
BIDDING & CONSTRUCTION (Estimated Cost Plus):	\$	8,455.00	
LABOR:	\$	38,774.00	
CONSULTANTS:	\$	-	
DIRECT EXPENSES:	\$	1,085.70	

TOTAL FEE PER PHASE			
	Labor	Direct Exp.	TOTAL
PRELIMINARY			
CEA Group	\$ 18,331.00	\$ 656.42	\$ 18,987.42
PRE FINAL			
CEA Group	\$ 7,450.00	\$ 266.78	\$ 7,716.78
FINAL			
CEA Group	\$ 4,538.00	\$ 162.50	\$ 4,700.50
BIDDING & CONSTRUCTION			
CEA Group	\$ 8,455.00		\$ 8,455.00

ATTACHMENTS A & B

**CEA Group
PROJECT BUDGET SHEET
EXHIBIT C**

PROJECT NAME: KHA - Runway 8R-26L Extension

DESIGN LABOR	EST. HOURS	HOURLY RATE	COST	TOTAL
QA/QC ENGINEER	9.0	\$ 158.00	\$ 1,422	
PROJECT MANAGER	55.0	\$ 115.00	\$ 6,325	
PROJECT ENGINEER	152.0	\$ 93.00	\$ 14,136	
CADD	123.0	\$ 60.00	\$ 7,380	
ADMIN	16.0	\$ 66.00	\$ 1,056	
				\$30,319.00
BIDDING & CONSTRUCTION LABOR				
PROJECT MANAGER	37.0	\$ 115.00	\$ 4,255	
PROJECT ENGINEER	40.0	\$ 93.00	\$ 3,720	
CADD	8.0	\$ 60.00	\$ 480	
ADMIN	0.0	\$ 66.00	\$ 0	
				\$8,455.00
OTHER DIRECT COSTS*	NUMBER	COST	SUB-TOTAL	
MILEAGE	400	\$0.49	\$194	
TELEPHONE		\$0.50	\$0	
POSTAGE EA.		\$0.60	\$0	
PRESENTATION MATERIALS		\$300.00	\$0	
BLUELINES/PLOTTING	105	\$1.00	\$105	
COPIES	2500	\$0.25	\$625	
AS-BUILTS	7	\$9.00	\$63	
DELIVERIES		\$40.00	\$0	
				\$987.00
SUB-CONSULTANTS	COMPANY		SUB-TOTAL	TOTAL
				\$0.00
PROFIT	PROFIT MARGIN	COST	SUB-TOTAL	
LABOR	0%	\$ 38,774	\$0	
OTHER DIRECT COSTS	10%	\$ 987	\$99	
SUBCONSULTANT(S)	3%	\$ -	\$0	
				\$98.70
TOTAL				\$39,859.70

Proposed Workslope for Roy D. McQueen & Associates, Ltd.

Runway 8R-26L and Taxiway L Extension
El Paso International Airport

As requested by Kimley Horn & Associates, Inc (KHA), Roy D. McQueen & Associates, Ltd. (RDM) work scope for this project will consist of the following tasks.

Task 1 - Define Requirements

This task will be used to define client and KHA technical and scheduling requirements.

Task 2 - Review Reports and As-builts, etc

RDM will review prior pavement evaluation/design reports and as-built records for the Runway and Taxiway that will help provide data and assumptions for the pavement design. Reports and construction records will be provided by KHA.

Task 3 - Input to Testing Protocols

RDM will provide input for developing testing protocols for the geotechnical investigation. Actual testing will be performed by others.

Task 4 - Review Materials and Geotechnical Test Results

Test results from Task 3 will be provided by KHA reviewed by RDM to obtain inputs for structural analysis.

Task 5 - Perform Structural Design Computations

Using inputs developed from tasks 2 and 4, and traffic forecast data provided by KHA, options for the proposed pavement types will be designed. Options will include both flexible and rigid pavements. Mechanistic designs will be generated in accordance with Federal Aviation Administration (FAA) design procedures (re: Advisory Circular 150/5320-6D).

Task 6 - Pavement Analysis

RDM will assist KHA with evaluating and ranking the pavement options as a function of: initial construction cost; life cycle cost; maintainability; reliability; constructability; time for construction; operational disruptions; contractor familiarity with process; and other factors identified by the client and design team.

Task 7 - Prepare Pavement Design Report

RDM will summarize the results of preceding tasks in a pavement design report. The report will primarily concentrate on structural design aspects, but will also summarize test results performed by others on the design team, as well as the results of the Task 6 analysis. Two bound and one unbound copy of the report will be provided to KHA.

Task 8 – P-401 and P-501 Specification Input

RDM will review and provide input to standard FAA specifications for P-501 and P401. RDM will also review paving specifications and recommend changes/additions to KHA for the standards.

Task 9 – Construction Phase Support

RDM will assist KHA during the construction phase by:

- a. Reviewing mix designs for hot mix asphalt, PCC and/or other materials;
- b. Provide comments for contractor's Request For Information (RFI) and
- c. Provide consulting services to KHA;
- d. Attend one (1) site inspection meeting during paving operations.

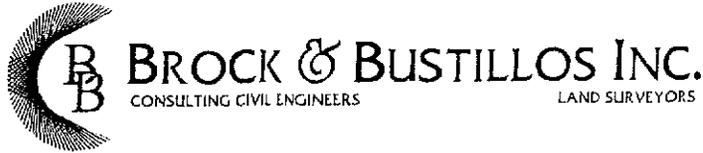
McQUEEN & ASSOCIATES' MANHOURL & FEE ESTIMATE

Runway 8R-26L and Taxiway L Extension

EL PASO INTERNATIONAL AIRPORT

TASK	PROJ MNGR	PROJ ENGR	PVMT ENGR	CIVIL TECH	CAD TECH	ADMIN	NDT EQUIP	TRAVEL/ ODC	TASK COST	REMARKS
Task 1 - Define Requirements	2	1	1			1			\$712	
Task 2 - Review reports, as-builts, etc	1	4				1			\$889	
Task 3 - Input to testing protocols	2					1			\$446	
Task 4 - Review materials and geotechnical test data	2	8				2			\$1,778	
Task 5 - Perform structural design computations	2	4	16						\$2,744	
Task 6 - Pavement Analysis	1	2	8						\$1,372	
Task 7 - Prepare Pavement Design Report	8	32	8			24		\$250	\$9,300	
Task 8 - P-401 and P-501 Specification Input	2	8				2			\$1,778	
Task 9 - Construction Phase Support										
a. Review Mix Design	1	8				2			\$1,589	
b. Review RFIs	1	8				2			\$1,589	
c. General Consultation	1	8				2			\$1,589	
d. Site Inspection		24				1		\$1,500	\$5,364	
SUBTOTALS	23	107	33	0	0	38		\$1,750	\$29,149	
SALARY RATE	\$61.46	\$51.37	\$35.15	\$27.12	\$24.33	\$21.73	\$1,500			
SUBTOTALS	\$1,414	\$5,497	\$1,160	\$0	\$0	\$826	\$0	\$1,750		
OVERHEAD @ 180%	\$2,544	\$9,894	\$2,088	\$0	\$0	\$1,486				
SUBTOTALS	\$3,958	\$15,390	\$3,248	\$0	\$0	\$2,312	\$0	\$1,750		
FEE @ 10%	\$396	\$1,539	\$325	\$0	\$0	\$231				
TOTAL PER CATEGORY	\$4,354	\$16,929	\$3,573	\$0	\$0	\$2,543	\$0	\$1,750	\$29,149	
TOTAL FEE ESTIMATE	\$29,149									

ATTACHMENTS A & B



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
OSCAR V. PEREZ
Vice President - Operations
ISAAC CAMACHO, R.P.L.S.
Survey Manager

April 6, 2009

Kimley Horn and Associates, Inc.
7878 North 116th Street Suite 300
Phoenix, Arizona 85020

Attn: Mr. Michael Norby, P.E.

Re: EPIA Extension of Runway 8R-26L Project
Civil Engineering – Surveying – Coordination Services
Proposal No. 2009-03-02-Rev

Dear Mr. Norby:

We appreciate the opportunity to present to you our proposal for Professional Civil Engineering and Surveying Services for the above referenced project. The following is our proposed Scope of Work to provide the initial investigations, utility coordination, Sub-consultant coordination, topographical survey and prepare the base map drawings for this project.

SCOPE OF WORK:

- 100 PRELIMINARY DESIGN PHASE
(Research, Utility Investigations & Surveying)**
- .01 Attend-prepare for kick-off Meeting w/COEP & EPIA
 - .02 Go through security background/badging application process
 - .03 Identify and verify control grid for EPIA with new FAA requirements
 - .04 Annotate control grid for EPIA with new FAA requirements into Base Map Drawing
 - .05 Coordinate w/LEC on geotechnical bore locations
 - .06 Meet w/LEC to coordinate existing utilities
 - .07 Research public records for easements (i.e., Kinder Morgan, EPNG, EPWU)
 - .08 Draw record easements into ACAD Base Map
 - .09 Meeting w/utilities in field to tie & collect field data
 - .10 Meeting w/TESS (One Call) in field to tie & collect field data
 - .11 Draw utilities field tie-ins into ACAD Base Map Drawing
 - .12 Prepare instructions, maps and control point-file for field crews
 - .13 Field stake temporary bench marks
 - .14 Perform topographic & improvement survey on RW, with side coverage of 300' north of RW 26L and 250' south of TW L with a (50' x 50' grid) and an area of 1,500' off ext. RW with a (50' x 50' grid)
 - .15 Perform topographic & improvement survey for approach radars only on Centerline of RW, an additional 1,500' (@ 50' offsets)
 - .16 Perform topographic & improvement survey on TW Lima 500' to match extension to RW (25' x 25' grid), with all signage, lighting, and markings

ATTACHMENTS A & B

Kimley Horn and Associates, Inc.
Attn: Mr. Mike Norby, P.E.
EPIA Runway 8R-26L Extension Project
Civil, Surveying & Coordination Services
Proposal No. 2009-0305-Rev
April 6, 2009
Page 2 of 3

- .17 Perform improvement survey of two PAPI's north and south of the RW
- .18 Review data collection, field notes, and assimilate return control point-files from the field crews
- .19 Annotate field notes and download point-files from the field data collectors
- .20 Import downloaded point-files from the field into ACAD Base Map Drawing
- .21 Develop preliminary base-map for project
- .22 Develop preliminary utility base map for project
- .23 Meet w/EPIA & utilities to review acquired comprehensive utility base map
- .24 Walk thru w/EPIA to review existing visible utility data
- .25 Review & analyze field data against collected utility data
- .26 Modify preliminary base-map for project
- .27 Modify preliminary utility base map for project
- .28 Final review, edits and deliver base map & utility base map to KHA, EPIA, Utilities

200 PRE-FINAL DESIGN PHASE

Utility Coordination & Surveying

- .01 Research utility relocation/conflict plan alternates
- .02 Modify & integrate preliminary utility base-map into project base-map within ACAD
- .03 Final review, edits and deliver base map & utility base map to KHA, EPIA, Utilities

300 FINAL DESIGN PHASE

Utility Coordination & Surveying

- .01 Modify utility base-map

EXEMPTIONS:

The above Scope of Work excludes the following: subsurface utility mapping and engineering; soils investigation and testing; structural retaining improvements; environmental reports; traffic reports; construction staking; storm water pollution prevention plan implementation & monitoring; construction phase services; and application and permit fees.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum price of **\$82,395.00** for the above Scope of Work, to be billed on a progressive monthly basis. Terms of payment and charges for additional work will be done in accordance with the City's Master Contract Conditions.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at anytime prior to completion of work by either "Kimley Horn and Associates, Inc." or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "Kimley Horn and Associates, Inc." will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

ATTACHMENTS A & B

Kimley Horn and Associates, Inc.
Attn: Mr. Mike Norby, P.E.
EPIA Runway 8R-26L Extension Project
Civil, Surveying & Coordination Services
Proposal No. 2009-0305-Rev
April 6, 2009
Page 3 of 3

If this proposal meets with your approval, we will proceed with the services upon receipt of one signed copy of your standard contract and a written authorization to proceed. Please feel free to contact me if you have any questions or would like to schedule a meeting to discuss this proposal further in detail. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Roman Bustillos, P.E.
President

RB/km

Attachment: (1) Fee Calculations

Authorization To Proceed

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "**RUNWAY 8R-26L EXTENSION**," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications**." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

4. Prepare proposal forms.
5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**(RUNWAY 8R-26L EXTENSION)**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **(EIGHT HUNDRED FORTY FOUR THOUSAND SIX) 64/100 DOLLARS (\$844,006.64)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

	Fixed fee Payment to Consultant
Report Phase	\$N/A
Preliminary Design Phase	\$499,916.70
Pre-Final Design Phase	\$157,215.30
Final Design Phase	\$68,897.07

Bidding Phase	Time and Materials	Proposal Estimated Amount	\$6,790.00
Construction Phase	Time and Materials	Proposal Estimated Amount	\$111,187.55

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. The time shown in Attachment B is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Preliminary Study and Report shall be submitted within **N/A consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **78 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten copies** the required documents and services shall be submitted within **45 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **30 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **three copies** of all addenda to the Owner for appropriate action within **1 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT E

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

THE CITY OF EL PASO

PROJECT: M.A.N. – EL PASO INTERNATIONAL AIRPORT EXTENSION OF RUNWAY 8R-26L

The premium for this endorsement is \$ NIL

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Endorsement Effective 03/10/2009

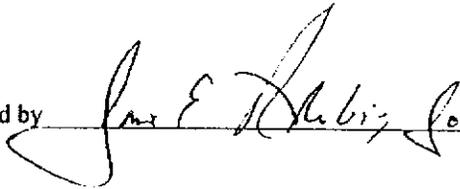
Policy No. 836G878-3-08

Endorsement No.

Insured Kimley-Horn and Associates, Inc.

Insurance Company Travelers Property Casualty Co of America

Countersigned by

A handwritten signature in black ink, appearing to read "James E. Habig, Jr.", written over a horizontal line.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/10/09												
PRODUCER Ames & Gough 450 Northridge Parkway Suite 102 Atlanta, GA 30350	1-770-552-4225	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh, NC 27636-3068	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Lexington Insurance Company														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Professional Liability	021234548	12/09/08	12/09/09	Per Claim 2,000,000 Aggregate 2,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 M.A.N. - El Paso International Airport Extension of Runway BR-26L

CERTIFICATE HOLDER

The City of El Paso

2 Civic Center Plaza

El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAILURE TO DO SO SHALL THE INSURER BE DEEMED TO HAVE ACCEPTED THE POLICY AS A MATTER OF COURSE.

AUTHORIZED REPRESENTATIVE



NORTH CAROLINA

Department of The Secretary of State

CERTIFICATE OF EXISTENCE

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

KIMLEY-HORN AND ASSOCIATES, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 10th day of February, 1967, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 23rd day of March, 2009.

Elaine F. Marshall

Secretary of State



STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Michael P. Kearns, Interim Executive Director of the Arizona Corporation Commission, do hereby certify that

*****KIMLEY-HORN AND ASSOCIATES, INC.*****

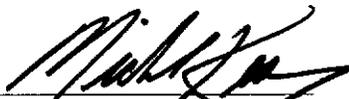
a foreign corporation organized under the laws of North Carolina did obtain authority to transact business in the State of Arizona on the 16th day of July 1982.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 27th Day of April, 2009, A. D.




Interim Executive Director

Order Number: 340581

STATE OF NORTH CAROLINA



Department of The
Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

**ARTICLES OF INCORPORATION
OF
KIMLEY-HORN AND ASSOCIATES, INC.**

the original of which is now on file and a matter of record in this office.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 24th day of March, 2000.

Elaine F. Marshall

Secretary of State

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J. D. ... HB
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4. Her
NOV 13 1998

ARTICLES OF RESTATEMENT
OF

KIMLEY-HORN AND ASSOCIATES, INC.

EFFECTIVE
ELAINE F. MARSHALL
SECRETARY OF STATE
NORTH CAROLINA

Pursuant to North Carolina General Statutes Section 55-10-07, the undersigned corporation hereby submits these Articles of Restatement for the purpose of amending and restating its Articles of Incorporation:

1. The name of the Corporation is Kimley-Horn and Associates, Inc.
2. The Restated Articles of Incorporation of the Corporation are attached as Exhibit A hereto.
3. The Restated Articles of Incorporation contain amendments requiring shareholder approval and such shareholder approval was obtained as required by Chapter 55 of the General Statutes of North Carolina.
4. Upon the effective date and time of filing of the Restated Articles of Incorporation, an exchange will be made of one (1) share of Common stock authorized in the Restated Articles of Incorporation for each one (1) share of capital stock issued and outstanding immediately prior to such filing of the Restated Articles of Incorporation, which capital stock consists solely of capital stock designated as Class 1 Series A stock.
5. The date of adoption of the Restated Articles of Incorporation was the 2nd day of November, 1998.

This the 2nd day of November, 1998.

KIMLEY-HORN AND ASSOCIATES, INC.

By:

Rob S. Wright

Rob S. Wright President

RESTATED
ARTICLES OF INCORPORATION
OF
KIMLEY-HORN AND ASSOCIATES, INC.

Pursuant to North Carolina General Statutes Section 55-10-07, the undersigned corporation hereby submits these Restated Articles of Incorporation for the purpose of amending and restating its Articles of Incorporation:

Article 1

The name of the Corporation is Kimley-Horn and Associates, Inc.

Article 2

The number and class of shares which the Corporation is authorized to issue is 100,000 shares of Common stock, \$0.001 par value.

Article 3

The street address of the registered office of the Corporation is 3001 Weston Parkway, Cary, Wake County, North Carolina, 27513, and the name of the registered agent of the Corporation is Robert G. Wright. The mailing address of the registered office of the Corporation is 3001 Weston Parkway, Cary, North Carolina 27513.

Article 4

To the fullest extent permitted by applicable law, no Director of the Corporation shall have any personal liability arising out of any action whether by or in the right of the Corporation or otherwise for monetary damages for breach of any duty as a Director. This Article shall not impair any right to indemnity from the Corporation that any Director may now or hereafter have. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation hereunder on the personal liability of a Director with respect to acts or omissions occurring prior to such repeal or modification.

Article 5

The purposes for which the Corporation is organized are:

- a. To render engineering services of every kind and description, including environmental engineering, traffic engineering, architectural engineering, city and regional planning, parking area design, developmental planning including preparation of construction plans, and the preparation of economic studies pertaining to the foregoing;
- b. To render landscape architecture services of every kind and description;

c. To engage in the business of making estimates on and erecting and constructing buildings, sidewalks, roadways, railways, bridges, transportation and transmission systems, and all other types of structures and to engage in the supervision and inspection of engineering construction;

d. To conduct any experimental or research work in any scientific field and to render services of a technical, scientific, business or managerial nature to any lawful enterprise or governmental body or agency and to arrange for demonstrations, exhibitions and publicity pertaining to the foregoing;

e. To acquire, use, employ, sell and deal in all suitable means, apparatus, machinery, equipment and facilities for prosecuting its business; to acquire and hold, with the power to sell, mortgage, or lease, such real estate as may be necessary to accomplish its purposes and to acquire or erect such structures as may be necessary to the conduct of its business; and to make all contracts and do all things proper, incidental and conducive to the complete attainment of its purposes; and

f. To engage in any other lawful business or activity.

Article 6

The shareholders of the Corporation shall not be entitled to preemptive rights pursuant to Section 55-6-30 of the North Carolina General Statutes or otherwise.

Article 7

The shareholders of the Corporation shall not have a right to cumulative voting for directors pursuant to Section 55-7-28 of the North Carolina General Statutes or otherwise.

These Articles will be effective upon filing.

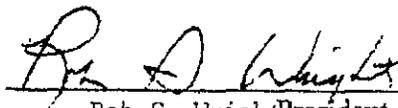
THE NEXT PAGE IS THE SIGNATURE PAGE

ATTACHMENT E

This the 2nd day of November, 1998.

KIMLEY-HORN AND ASSOCIATES, INC.

By:



Rob S. Wright President

SIGNATURE PAGE TO RESTATED ARTICLES OF INCORPORATION



EPIA Runway 8R-26L Extension



May 19, 2009



Purpose

- **Address FAA Surface 77 Requirements:**
 - **Airspace obstruction analysis**
 - **Allows the FAA to identify potential aeronautical hazards in advance**
- **Extends/Moves the Runway 1100' feet to the east**
- **Consistent with the EPIA Master plan**
- **Environmental Clearance has been obtained**
- **Funded by FAA Funds**

S E R V I C E S O L U T I O N S S U C C E S S





Recommendation

- **Kimley-Horn and Associates selected thru the A/E Selection process.**
- **7 companies submitted proposals**
- **Award of Design contract in the amount of:**

\$844,006.64



Questions/Comments