

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

**DEPARTMENT:** Engineering Department

**AGENDA DATE:** June 19, 2007

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., Engineering Department, Ext. No. 4023

**DISTRICT(S) AFFECTED:** 2

**SUBJECT:**

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **RICONDO & ASSOCIATES**, an Illinois Corporation, to perform consulting services for a project known as **“ENVIRONMENTAL ASSESSMENT FOR EXTENSION OF RUNWAY 8R-26L EL PASO INTERNATIONAL AIRPORT,”** in an amount not to exceed **THREE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED SEVEN DOLLARS AND 00/100 (\$371,807.00)**.

**BACKGROUND / DISCUSSION:**

The consultant shall prepare environmental studies/documentation regarding the potential impacts of the proposed extension of Runway 8R-26L. The project will be divided into two phases, where Phase I will consist of the consultant reviewing existing documentation, performing on site surveys and analyzing the information to determine if the impacts associated with the proposed project require the preparation of an Environmental Assessment. If it is determined that the potential impacts are not significant, documentation will be prepared supporting this conclusion in which the Federal Aviation Administration (FAA) can determine that the project is eligible for a Categorical Exclusion. If an Environmental Assessment is required, Phase II will consist of further analysis and documentation for the preparation of this report. All documentation will be submitted to the FAA for their environmental determination on the project.

**PRIOR COUNCIL ACTION:**

City Council has not previously considered this item.

**AMOUNT AND SOURCE OF FUNDING:**

Funding Source: Airport Grant  
Project Number: G620AIP0024  
Department ID: 62620031  
Fund Number: 11513

**BOARD / COMMISSION ACTION:**

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 a Professional Services Agreement between the **CITY OF EL PASO** and **RICONDO & ASSOCIATES**, an Illinois Corporation, to perform consulting services for a project known as **“ENVIRONMENTAL ASSESSMENT FOR EXTENSION OF RUNWAY 8R-26L EL PASO INTERNATIONAL AIRPORT,”** in an amount not to exceed **THREE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED SEVEN DOLLARS AND 00/100 (\$371,807.00)**.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, **2007**.

THE CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook  
Mayor

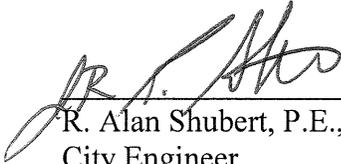
ATTEST:

\_\_\_\_\_  
Richarda Duffy-Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Alan Shubert, P.E., C.B.O.  
City Engineer

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THE STATE OF TEXAS )  
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COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 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 **Ricondo & Associates**, an Illinois Corporation, hereinafter referred to as the "**Consultant**".

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as **Environmental Assessment for Extension of Runway 8R-26L El Paso International Airport**, 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
Attachment "E"	Insurance Certificates

**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 **THREE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED-SEVEN DOLLARS AND 00/100 (\$371,807.00)** 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 prior written amendment to this Agreement, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"**. 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

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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 **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"**.

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 Owner from the Consultant 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.

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**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 Owner from the Consultant 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 not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, 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:

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- 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.

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**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 or materially altered, except after **thirty (30) consecutive calendar days** written notice of intent to cancel or materially alter 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.

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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 \_\_\_\_\_% 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.

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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.

**7.6 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.7 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.9 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.10 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.11 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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To the Owner:                   The City of El Paso  
  Attn: City Manager  
  2 Civic Center Plaza  
  El Paso, Texas 79901

With a Copy to:                The City of El Paso  
  Attn: City Engineer  
  2 Civic Center Plaza  
  El Paso, Texas 79901

To the Consultant:             John C. Williams  
  Ricondo & Associates  
  1850 North Central Avenue, Suite 940  
  Phoenix, AZ 85504

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.12 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

*SIGNATURES ON FOLLOWING PAGE*

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

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CITY OF EL PASO:

\_\_\_\_\_  
Joyce Wilson, City Manager

CONSULTANT:  
RICONDO & ASSOICATES

By: \_\_\_\_\_  
Title: John C. Williams  
Senior Vice President

APPROVED AS TO FORM:

\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
R. Alan Shubert, P.E., C.B.O.  
City Engineer

*(Acknowledgements on following page)*

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ACKNOWLEDGEMENTS

THE STATE OF TEXAS §  
  §  
COUNTY OF EL PASO §

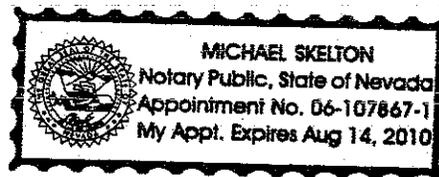
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007,  
by Joyce A. Wilson, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
Notary Public, State of Texas

~~NEVADA~~  
THE STATE OF TEXAS §  
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COUNTY OF ~~EL PASO~~ §

This instrument was acknowledged before me on this 13<sup>th</sup> day of June, 2007,  
by John C. Williams, as Senior Vice President of Ricando & Associates Inc.

  
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Notary Public, State of Texas  
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El Paso International Airport

## 07 JUN INTRODUCTION

This scope of work outlines the tasks Ricondo & Associates, Inc. (R&A) and our subconsultants (R&A Team) propose for the determination of potential impacts (as defined later as Phase 1), and the preparation of an Environmental Assessment (as defined later as Phase 2) in support of the extension of Runway 8R-26L for the El Paso International Airport (ELP or Airport). Members of the R&A Team include CDM; Geo-Marine, Inc.; Dr. Richard Worthington; Community Awareness Services; and Graphics Support Services, Inc. Appropriate documentation will be prepared to disclose the potential impacts of actions related to the proposed extension of Runway 8R-26L, which will be used by the Federal Aviation Administration (FAA) to make an environmental determination on the project. The documentation to be prepared will be dependent on the potential impacts of the proposed project, but will result in one of the following:

- Documentation that no significant impacts would occur and no extraordinary circumstances would be expected as a result of the proposed runway extension and that the project qualifies to be processed as a Categorical Exclusion as identified in FAA Order 1050.1E, *Environmental Impacts: Policies and Procedures*.
- Preparation of an Environmental Assessment (EA).

All applicable federal, State of Texas, regional, and local statutes, regulations, and guidelines will be reviewed to determine if the Proposed Action (extension of Runway 8R-26L) would potentially cause an impact to protected resources and all required coordination with federal and State agencies to determine potential impacts will be conducted as part of this effort.

The following scope of work has been divided into two phases. Phase 1 of the project will consist of reviewing existing information and documentation, agency coordination, surveys of site conditions, and analysis and documentation to determine if the impacts associated with the Proposed Action trigger a requirement for the preparation of an EA. If it is determined that the potential impacts of the Proposed Action are not significant and that no extraordinary circumstances exist (as defined in FAA Orders 1050.1E and 5050.4B), then documentation will be prepared supporting these conclusions and submitted to BLP staff. The documentation will be sufficient to support a determination by FAA that the project is eligible for a Categorical Exclusion, as stipulated in FAA Order 1050.1E.

Phase 2 of this scope of work will only be conducted if it is determined that an EA is required based upon the analyses and environmental reviews conducted in Phase 1. If an EA is not required, then only the work items contained in Phase 1 will be undertaken. No work on Phase 2 will be initiated without written authorization from City of El Paso staff. Work items included in Phase 2 are those necessary to conduct additional analyses and documentation to a level appropriate for an EA. This phase also includes a public involvement task, as stipulated in FAA Order 5050.4B.

Coordination with the FAA will occur throughout the duration of the project to ensure that the appropriate documentation required by FAA to make an environmental determination on the proposed project is provided. Early coordination with FAA will help ensure that the analyses and documentation meet FAA criteria and that FAA will ultimately find the documentation acceptable for making an environmental determination on the Proposed Action.

The following sections provide descriptions of the various tasks to be performed in Phases 1 and 2 respectively. During preparation of the environmental documentation, issues may arise that would

necessitate modification of this scope of work and the associated budget. In the event that such changes are required, changes to this scope of work will be coordinated and approved by the City of El Paso and ELP staff. While this scope of work identifies all work items believed necessary for completion of the environmental documentation required for FAA approval of the Proposed Action, additional work items may arise during agency coordination or through discovery of previously unknown site conditions.

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**PHASE 1 DETERMINATION OF POTENTIAL IMPACTS****I. Project Management****1.1 Project Administration and Coordination**

This task covers the day-to-day project administration and coordination required for the project. For purposes of scope and budget development, it is assumed that Phase 1 would occur over a 5-month period and project administration and coordination would occur throughout that period.

- R&A will coordinate with Airport staff via conference calls on a bi-weekly basis throughout Phase 1 of the project. This coordination is assumed to require two (2) hours per meeting to prepare for, conduct, and prepare meeting notes as needed. The number of attendees will vary for each bi-weekly meeting depending on the topics to be covered. Effort associated with additional meeting attendees beyond the project manager and project coordinator is accounted for in the technical tasks described below. This task provides coordination and documentation support for each meeting.
- R&A will prepare and submit monthly invoices and progress reports. This task is assumed to require four (4) hours per month for subconsultant coordination, reconciliation of invoices and budgets, and completion and preparation of invoices and status reports.
- The project manager will maintain a current project schedule and provide updates on a monthly basis, as part of the monthly progress reports.

**II. Purpose & Need****2.1 Prepare Purpose & Need Statement**

The purpose(s) of the Proposed Action will be reviewed and validated from data contained in the 2005 Master Plan Update (MPU) and confirmed in consultation with Airport staff. A brief statement summarizing the purpose and need will be prepared and submitted to Airport staff for review. It should be noted that this would not be prepared at the level that would be required for an EA, but would provide sufficient information to justify the project. After review and comment by Airport staff, the draft purpose and need statement will be submitted to FAA for their review and comment. The final purpose and need statement will be incorporated into the environmental documentation.

**III. Alternatives Analysis****3.1 Prepare Alternatives Analysis**

A brief review of the alternatives identified and discussed in the MPU for the Airport will be conducted. The R&A Team will confirm that the Proposed Action identified by the Airport will satisfy the project's purpose and need, as identified in Task 2. No other alternatives will be assessed within Phase 1; however, the No Action alternative will be used as a comparison to determine the potential significance of impacts. A brief statement summarizing the Proposed Action will be prepared and submitted to Airport staff for review. After review and comment by Airport staff, the draft text will be submitted to FAA for their review and comment. The final text will be incorporated into the environmental documentation.

#### IV. Affected Environment/Environmental Consequences

The R&A Team will assess whether the Proposed Action would cause significant impacts as defined in FAA Order 1050.1E. Impact analyses will only be conducted in those areas where a potential for significant impacts exists, specifically in accordance with special purpose laws and regulations that may result in an extraordinary circumstance (as defined in FAA Orders 1050.1E and 5050.4B) that would necessitate the preparation of an EA. Only the level of effort required to determine the potential for significant impacts in these categories will be performed in Phase 1.

Each sub-section will provide baseline information on existing conditions and an evaluation of the potential environmental impacts of the No Action and Proposed Action alternatives. The study area will be discussed and agreed upon with Airport staff prior to initiation of this task. To the extent possible, existing information will be gathered and utilized in the development of this text. Information presented in the following documents will be considered in this effort:

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- *Environmental Assessment for the Industrial Park and Golf Course Road at El Paso International Airport*, Licon Engineering Co., May 9, 2006.
- *Environmental Assessment for the Municipal Golf Course at the El Paso International Airport*, Licon Engineering Co., February 15, 2005.
- *Final Environmental Impact Statement, Proposed Leasing of Lands at Fort Bliss, Texas for the Proposed Siting, Construction, and Operation by the City of El Paso of a Brackish Water Desalination Plant and Support Facilities*, U.S. Army Corps of Engineers, Fort Worth District, December 2004.
- *Environmental Overview as prepared as a component of the MPU.*

R&A assumes that the base year (existing conditions) for the study will be 2005 (since Runway 8R-26L was closed for rehabilitation during part of 2006 and 2007) and that environmental impact analyses for two future years will be conducted, as necessary. The future years will be determined in consultation with Airport staff, and will represent the first full year after implementation of the proposed project, and the fifth full year after implementation of the proposed project. For purposes of this scope, it is assumed that the future years will be 2009 and 2014 and that the only alternatives to be examined in detail will be the No Action alternative and the Proposed Action.

The environmental impact categories identified in the following sections will be assessed to determine if the Proposed Action or No Action alternatives would potentially affect these resources. If a resource would not be affected, a brief statement at the beginning of this section will be included stating that neither the Proposed Action nor the No Action alternatives would affect such resource(s); therefore no further analysis of these environmental impact categories is required. This section will be broken down into the following sub-sections, which will include appropriate text and graphics depicting the affected project area.

#### 4.1 Description and Identification of Study Area

A general description of the study area, including geographic limits, will be described and depicted in this section.

#### 4.2 Air Quality

The City of El Paso is currently designated a moderate nonattainment area for carbon monoxide (CO) and particulate matter 10 (PM<sub>10</sub>). However, only a portion of the City is classified as a nonattainment area for CO. The Airport is not located within the CO nonattainment area, as the

nonattainment area is bounded on the north by Highway 10. The applicable *de minimis* emission level for PM<sub>10</sub> is 100 tons per year (tpy). El Paso was previously designated as a nonattainment area for ozone, but reached attainment on April 30, 2005. In January 2006, the Commissioners adopted a redesignation request for carbon monoxide (CO) and maintenance plans for ozone and CO. EPA approval is pending.

The Proposed Action anticipates the extension of Runway 8R-26L to meet FAA requirements for the aircraft presently using the Airport. The runway extension is being proposed to meet Federal Aviation Regulation (FAR) Part 77 requirements and will not affect the type or number of aircraft using the Airport. No new permanent sources of air emissions will be constructed in association with the proposed runway extension, although taxiing time for arrivals on Runway 8 and departures on Runway 26 will increase.

The R&A Team will review all applicable federal, state, and local air quality regulations that pertain to ELP. The regulatory review will confirm the attainment status of the air basin for each applicable criteria pollutant. In addition, the regulatory review will help determine if a general conformity assessment (as outlined in 40 CFR 51.853) must be applied to the Proposed Action. General conformity applies under the following conditions: a) an air quality control region is designated as nonattainment or maintenance; and b) the total direct and indirect emissions from a federal action exceed emission rate *de minimis* thresholds (tons per year); or c) the total direct and indirect emissions of any pollutant from the project are 10 percent or more of a maintenance/nonattainment area's total emissions (from the regional inventory) for that pollutant, in which case the action is "regionally significant."

For Phase 1, air quality analyses will be conducted to determine whether the applicable *de minimis* emission level for PM<sub>10</sub> would be exceeded by implementation of the Proposed Action. The regulatory review will also present the requirements for an operating permit (if necessary) for construction activities. PM<sub>10</sub> emissions from both the construction activities as well as from the increased taxi time of aircraft operations after completion of the extension will be estimated. Two separate screening approaches will be used to determine if project air emissions would not be significant and therefore, if the project could qualify for a Categorical Exclusion with regard to air quality impacts.

Construction activities will include extension of the east end of the runway, displacement of the west end threshold (assumed to be pavement paint removal and re-painting), relocation of a portion of the airside service road, and associated earthworks. It is possible, however, based on final revisions to the Airport Layout Plan that were underway when this Scope of Work was prepared, that the runway threshold may be relocated (as opposed to displaced); the original threshold would remain in the existing location, and a second threshold would be added. The construction inventories will be prepared using data from EPA methodologies (the NONROAD2005 Model and AP-42). Data, such as equipment type and construction duration, will be developed with input from the project team and Airport staff. It is assumed that construction activities will occur over a consecutive 6-month period in one calendar year. Estimates of annual emissions will be prepared for PM<sub>10</sub> only.

Project operational PM<sub>10</sub> emissions associated with moving the arrival/departure thresholds further east will be estimated in a three-step process, with the second step only occurring if the first step fails to pass the screening criteria, and the third step only occurring if the first and second steps fail to pass the screening criteria.

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1. Taxi/idle PM<sub>10</sub> emissions for one appropriate year will be estimated based on the total aircraft activity and approximate fleet mix for that year, using EDMS default taxi/idle times in mode. If the total taxi/idle PM<sub>10</sub> emissions for the Airport are less than the *de minimis* thresholds, then the incremental increase in taxi PM<sub>10</sub> emissions for the extended runway will obviously be less than the thresholds, and the analysis will be concluded.
2. If the total taxi/idle PM<sub>10</sub> emissions for the year analyzed in Step 1 exceed the PM<sub>10</sub> *de minimis* thresholds, the incremental taxi/idle emissions for the extension will be estimated based on ratio of incremental taxi time to EDMS default taxi time for those aircraft operating on Runway 8R-26L. The incremental PM<sub>10</sub> taxi emissions (project operational emissions) will be compared to the *de minimis* thresholds. It is anticipated that project operational emissions will be less than the thresholds.
3. If, however, the emissions estimated from Step 2 are above the PM<sub>10</sub> *de minimis* threshold an additional step will be taken to refine the analysis further. Estimates of PM<sub>10</sub> emissions for only those aircraft projected to operate on Runway 8R-26L will be calculated to determine if project operational emissions specifically related to the Proposed Action would exceed the applicable *de minimis* thresholds.

#### 4.3 Noise

The main focus for the aircraft noise analysis will be to quantify potential aircraft noise impacts associated with the Proposed Action. A primary concern related to the implementation of the runway extension, relates to the possibility of potential aircraft noise impacts to noise-sensitive land uses, specifically single-family and multi-family residential units located just south of Montana Avenue. As stated in the ELP MPU, the aircraft noise analyses indicated that the extension of Runway 8R-26L may introduce new areas of aircraft noise of Day-Night Average Sound Level (DNL) of 65 decibels (dB) or higher on incompatible land uses.

The aircraft noise evaluation will be conducted using the latest version of the FAA's Integrated Noise Model (INM version 7.0) and updated information associated with operation levels and fleet mix. Noise analyses will be conducted to assess projected aircraft noise resulting from implementation of the Proposed Action and to identify potential impacts according to FAA guidelines.

Noise exposure maps depicting noise levels of DNL 65, DNL 70, and DNL 75 will be prepared for this project for the following scenarios:

- 2005 Existing Conditions;
- 2009 No Action;
- 2009 Proposed Action;
- 2014 No Action; and
- 2014 Proposed Action.

The noise analysis conducted for the Master Plan Update was based on radar data from late 2004. For purposes of this scope, the R&A Team assumes that 2004 air traffic procedure and runway use patterns are reasonably representative of 2005 conditions. In addition, future predictions for flight procedures and runway use associated with the runway extension in the Master Plan Update will be maintained for the EA. The schedule, aircraft fleet mix, weather data, and other assumptions used in the INM analysis conducted for the ELP Master Plan Update will be used and adjusted as appropriate to reflect future year conditions.

The R&A Team will coordinate with ELP regarding project assumptions, objectives and expectations. The summary information will serve as the basis for the subsequent technical and noise analyses that constitute the noise study. Coordination may be handled through a single teleconference. Text and graphics summarizing the results of the INM analysis will be developed.

#### 4.4 Compatible Land Use

The FAA's Compatible Land Use Guidelines will be used as a basis to identify any land uses that are exposed to significant noise levels (existing and future conditions), identify population and households that are exposed to significant noise levels (existing conditions) and determine land uses, populations, and households that would be exposed to significant noise levels in the future. The R&A Team will determine and document whether significant noise impacts over noise sensitive areas would occur as a result of the Proposed Action using the results of the noise analysis described in Task 4.11. FAA defines significance as an increase of 1.5 dB or more within noise-sensitive areas exposed to DNL 65 or higher, including an increase of 1.5 dB or more in an area that was not previously exposed to DNL 65 or higher but would be exposed to that level as a result of the Proposed Action. (In other words, an increase from DNL 63.5 to DNL 65.0 would be considered a significant increase in noise exposure.) In the event that an increase of 1.5 dB within areas exposed to DNL 65 or higher are identified on noise sensitive land uses, increases of 3 dB or more within the area exposed to DNL 60 to 65 are also reported and documented.

The following information will be developed:

- Aircraft DNL noise exposure maps (depicted DNL contours and base map information)
- Population/noise sensitive location reports for each scenario by exposure level and jurisdiction.
- Aircraft traffic routes and utilization

Summary tables will be developed reporting existing conditions and impact comparisons between the two future scenarios. The comparisons will include future (2009) No Action to Proposed Action, and future (2014) No Action to Proposed Action. If applicable, difference contours (DNL 1.5 dB or higher increase) will be developed that can be used to assess population, dwelling unit and land use impacts.

#### 4.5 Construction Impacts

The R&A Team will document that no extraordinary circumstances or significant impacts are anticipated as a result of the Proposed Action.

#### 4.6 DOT Section 4(f) Lands

The R&A Team will verify that the Proposed Action will not affect any Section 4(f) properties (parks or recreational areas) as well as Section 6(f) (Land and Water Conservation Fund Lands). Relevant properties will be identified from USGS maps for the affected area in consultation with federal, State, and local agencies. Consideration will be given to all potential uses of Section 4(f) and 6(f) lands including direct use (such as through acquisition) and constructive use (such as increased noise levels). Based upon the findings in the MPU, direct uses of Section 4(f) lands are not anticipated but constructive use due to increased noise impacts are possible. The assessments of the potential effects of noise, as defined by FAA guidance, will consider the type of facility and its use. If DOT Section 4(f) lands would be impacted, the scope of work would need to be revised to include an analysis of impacts and permitting requirements.

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#### 4.7 Fish, Wildlife, and Plants

The Endangered Species Act, Section 7 as amended requires the initiation of coordination with the U.S. Fish and Wildlife Service (FWS) and the National Marine Fisheries Service (NMFS), as appropriate, to determine potential impacts on federally listed endangered, threatened, and candidate species or designated critical habitat. The Fish and Wildlife Coordination Act requires the initiation of coordination with federal, state, and local agencies having administration over fish, wildlife, and plant resources.

Consultation with FWS and relevant state agencies will be conducted to determine if any sensitive biological habitats may be impacted by the Proposed Action. Coordination with the Texas Parks and Wildlife Department (TPWD), which is responsible for identifying threatened and endangered species in Texas, will also be performed. A pedestrian survey of the affected area will be conducted by an experienced biologist to determine presence of any federal or state-listed endangered, threatened, and candidate species, or whether habitat suitable for these species exists within the affected area.

#### 4.8 Floodplains

The R&A Team will consult with state and local officials and use available federal Emergency Management Agency (FEMA) mapping to determine whether the alternatives are located within the limits of, or if applicable, the buffers of, the 100-year floodplain, a regulated floodway, the 500-year floodplain, or a Special Flood Hazard Area. The R&A Team will estimate the area of encroachment, if any, and determine if the encroachment will result in the loss of human life, interruption of service on or loss of a vital transportation facility, or if there is a notable adverse impact on natural and beneficial floodplain values. The analysis will determine whether opportunities exist to avoid or minimize the encroachment as required in Executive Order 11988.

#### 4.9 Hazardous Waste, Pollution Prevention, and Solid Waste

Several federal, state, and local laws regulate the production, transport, and disposal of hazardous and solid waste, including the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Toxic Substance Control Act (TSCA), and the Texas Solid Waste Disposal Act. The R&A Team will evaluate the affected environment and environmental consequences of the proposed project with respect to these considerations.

The R&A Team will perform an environmental evaluation of the runway extension area including a site visit, regulatory agency file review, aerial photo review, and city directory review. This evaluation will follow many, but not all, of the elements required for a Phase I Environmental Site Assessment (ESA) required under the All Appropriate Inquiry Rule. The purpose of this task is to determine whether hazardous materials, either by land uses or illegal dumping, have previously contaminated the site. The environmental evaluation will determine whether any site in the vicinity of the Proposed Action is listed or under consideration for listing on the National Priority List in accordance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended by the Superfund Amendment and Reauthorization Act. If such sites are in the area, the EA will discuss the impact of the site(s) on the construction or maintenance of the project.

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Should the results of the investigation indicate that contaminants might have been released to the environment, a Phase II ESA will be recommended to include environmental media sampling and analysis. The scope and cost of a Phase II ESA is not included in this scope of work.

Based on the data generated by the Phase I evaluation, the R&A Team will identify whether the construction of the runway extension will generate significant amounts of hazardous wastes and the means of compliance with applicable regulations.

#### 4.10 Historical, Architectural, Archaeological, and Cultural Resources

Historical, archaeological, and cultural resources investigations will be addressed with a reconnaissance survey of the proposed runway extension as required under the Antiquities Code of Texas. The scope of services will include the preparation of a research design and scope of work submitted to the Texas Historical Commission (THC) as part of the Texas Antiquities permit application process. Once the Texas Antiquities permit is obtained, a reconnaissance survey of the affected area will be completed. The investigation will be conducted by a professional archaeologist, and will include:

- Pedestrian survey and inspection of the area of potential effect to identify and document the presence of cultural resources including archaeological sites.
- Documentation of archaeological sites on Texas Archaeological Research Laboratory forms.
- Short format report of the investigation will be produced according to Council of Texas Archeologists guidelines and submitted to the THC for the mandatory 30-day review and comment period.

The R&A Team will coordinate with THC throughout the process to ensure that the review is completed in a timely manner.

#### 4.11 Natural Resources and Energy Supply

The R&A Team will evaluate potential impacts to the existing and proposed natural gas pipeline that traverses through the affected area of the Proposed Action. This will include coordination with the pipeline owner/operator to document the exact location of the pipeline, determine impacts from the proposed project, and discuss alternatives to leave the pipeline in place or relocate it if necessary.

#### 4.12 Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risk

The R&A Team will evaluate the Proposed Action to determine potential socioeconomic impacts. However, it is assumed that the Proposed Action will not: a) involve the need to relocate residences or businesses; b) alter surface transportation patterns; c) divide or disrupt established communities; d) disrupt orderly, planned development; or, e) create an appreciable change in employment. A potential concern will be the consideration of the potential for disproportionate adverse effects associated with changes in aircraft noise on minority and low-income populations, as described in Executive Order 12898 and DOT Order 5610.2. The R&A Team will conduct a demographic analysis quantifying the proportion of minority and low-income populations affected by the project, if any. Of particular concern is an area of multi-family housing and apartments located just south of Montana Avenue in an area that the MPU indicated may be impacted by aircraft noise contours in 2024. U.S. Census Bureau data from the 2000 Census and collected as part of the Master Plan Update will be used to

determine demographic make-up of the affected areas. This task will also include verification of the land use database in areas potentially affected by noise.

#### 4.13 Water Quality

The R&A Team will briefly document that no significant impacts to water quality during both construction and operation of the Proposed Action are anticipated. It is not expected that a Section 404 permit will be required for either alternative as there will be no impoundment, diversion, drainage control or modification of streams or water bodies. Coverage under the NPDES General Permit for Construction Activities will be required for control of stormwater runoff during construction, but will not be prepared as part of this work effort.

#### 4.14 Wetlands

Executive Order 11990, DOT Order 5669.1A, the Rivers and Harbors Act of 1899, and the Clean Water Act address activities in wetlands. Federal agencies must minimize the destruction, loss, or degradation of wetlands. The R&A Team will utilize National Wetland Inventory (NWI) maps in conjunction with U.S. Department of Agriculture, Natural Resources Conservation Service soil surveys and U.S. Geological Survey topographic maps to document the potential presence of wetlands and hydric soils. A brief field survey will be conducted to document the absence or presence of jurisdictional wetlands in the affected area. If wetlands are present, they will be identified and delineated in accordance with the U.S. Army Corps of Engineers *Wetland Delineation Manual* (1987, Environmental Laboratory, Department of the Army, Waterways Experiment Station, Vicksburg, Mississippi). A memo detailing the results of the wetland survey will be produced; the memo will include methods used for the survey, results, problems or aberrant situations, site map(s), field data sheets, and color photographs of each water of the U.S. Results of the survey will be used to determine potential impacts to wetlands, if any.

#### 4.15 Other Considerations

Based on a review of the MPU, the R&A Team does not anticipate any impact to farmlands, coastal resources, or wild and scenic rivers. In addition, the R&A Team anticipates that light emissions and visual impacts, secondary (induced) impacts, and cumulative impacts will be minimal. The R&A Team will verify these assumptions and briefly document these conclusions. If any other environmental considerations arise during the study that should be considered by FAA in their decision-making process, the R&A Team will provide the necessary documentation. It is assumed that the work effort for this task would be minimal.

### V. Documentation

If the results of the surveys and impact analyses conducted in Task 4 indicate that no extraordinary circumstances would be involved with the implementation of the Proposed Action, then documentation would be prepared to support the projects' eligibility for processing under a Categorical Exclusion, as identified in FAA Order 1050.1E.

#### 5.1 Environmental Document

The R&A Team will produce a draft environmental document for Airport staff review. The R&A Team will compile all comments on the preliminary draft environmental document and discuss the comments with Airport staff during a meeting or teleconference. The R&A Team will respond to comments and make necessary revisions to the preliminary draft environmental document and

produce a second preliminary draft. Once Airport staff has concurred with the revised preliminary draft document, it will be released to FAA for review and comment. The R&A Team will compile all comments, and prepare responses to comments for FAA and Airport staff review. The R&A Team will attend one meeting to discuss the comments received with FAA and Airport staff.

If additional analysis is required, an amendment to the scope of work will be required. This scope assumes that the only environmental documentation prepared will be that required to document that no significant impacts or extraordinary circumstances would result in implementing the Proposed Action.

## 5.2 Final Environmental Document

After concurrence by FAA and Airport staff on responses to the comments, the R&A Team will revise the preliminary draft and produce 10 copies of the environmental document.

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## PHASE 2 - PREPARATION OF AN ENVIRONMENTAL ASSESSMENT

The remaining tasks (those included in Phase 2) would only be conducted if it is determined that an EA is required. The following tasks would only be initiated after written authorization from the City of El Paso staff is received.

### VI. Project Management

#### 6.1 Project Administration and Coordination

This task covers additional day-to-day project administration and coordination required for the project if Phase 2 is required. For purposes of scope and budget development, it is assumed that Phase 2 would be conducted over an additional 4 month period and project administration and coordination would occur throughout that period.

- R&A will coordinate with Airport staff via conference calls on a bi-weekly basis throughout Phase 1 of the project. This coordination is assumed to require two (2) hours per meeting to prepare for, conduct, and prepare meeting notes as needed. The number of attendees will vary for each bi-weekly meeting depending on the topics to be covered. Effort associated with additional meeting attendees beyond the project manager and project coordinator is accounted for in the technical tasks described below. This task provides coordination and documentation support for each meeting.
- R&A will prepare and submit monthly invoices and progress reports. This task is assumed to require four (4) hours per month for subconsultant coordination, reconciliation of invoices and budgets, and completion and preparation of invoices and status reports.
- The project manager will maintain a current project schedule and provide updates on a monthly basis, as part of the monthly progress reports.

### VII. Purpose & Need

#### 7.1 Prepare Purpose & Need Section

The purpose and need statement will be used to establish screening criteria for the alternatives analysis conducted in Task 8, and will be expanded as needed to ensure that the project's purpose and need is well documented. The purpose and need section prepared in Phase 1 (Task 2) would be modified to meet the full requirements of an EA and a brief background section will be prepared as part of this task. After the draft purpose and need section of the EA has been reviewed and approved by Airport staff, it will be submitted to FAA for their review and comment. The final purpose and need statement will be incorporated into the draft EA.

### VIII. Alternatives Analysis

#### 8.1 Prepare Alternatives Section

The alternatives section of the draft EA will need to document and identify all of the alternatives considered. Besides the Proposed Action analyzed in Phase 1 (Task 3), additional alternatives, including the No Action alternative will need to be reviewed to fulfill FAA's NEPA requirements. A brief section summarizing the alternatives analysis will be prepared and submitted to Airport staff for

review. After review and comment by Airport staff, the draft alternatives section will be submitted to FAA for their review and comment. The final alternatives analysis may be incorporated into the draft EA.

## IX. Affected Environment/Environmental Consequences

Additional analysis will be required for the environmental impact categories that were assessed in Phase 1; the primary goal of Phase 1 was to determine whether potential significant impacts would or would not occur, but in most cases was not scoped to analyze potential impacts to the level of detail required for an EA. Furthermore, a brief analysis of other environmental impact categories will also be needed to document potential impacts. The R&A Team assumes that the analysis will be limited to the Proposed Action and the No Action alternatives. If a resource would not be affected, a brief statement at the beginning of this section will be included stating that neither the Proposed Action nor the No Action alternatives would affect such resource(s); therefore no further analysis of these environmental impact categories is required. Work that is required in addition to the analyses conducted in Phase 1 is described below:

### 9.1 Air Quality

If the direct and indirect emission inventories for PM<sub>10</sub> emissions would exceed *de minimis* thresholds (calculated in Phase 1), then a more detailed assessment of potential air quality impacts will be required. This assessment will include calculation of emissions of criteria pollutants (carbon monoxide, oxides of nitrogen, volatile organic compounds, sulfur dioxide, and fine particulate matter (PM<sub>2.5</sub>)), along with PM<sub>10</sub>.

The R&A Team will also determine, with input from Airport staff, if other projects at the Airport (including those with or without federal agency involvement) will occur during the same time as the Proposed Action, and if such projects would have an increase in emissions. If so, the emissions associated with those other projects will be added to the Proposed Action construction emissions and the total emissions will again be compared to the *de minimis* thresholds. If the thresholds are exceeded for one or more pollutants, then the scope of work will need to be amended to include a dispersion modeling analysis for NEPA disclosure purposes.

An Air Quality Technical Memorandum for the Proposed Action will be prepared and included as an appendix to the draft EA. The Air Quality Technical Memorandum will document the methodologies and results of the air quality analysis (emission inventories and a comparison of calculated emissions to *de minimis* levels). This Air Quality Technical Memorandum will be prepared to facilitate early review of the Proposed Action's air quality analysis by the appropriate review agencies.

While it is anticipated that the peak emissions from the Proposed Action will not exceed the *de minimis* thresholds, a General Conformity evaluation would be required if the thresholds were exceeded. If a General Conformity evaluation is necessary, the scope of work and budget will need to be amended to include the necessary evaluations and document preparation.

### 9.2 Noise

In addition to the noise analysis work conducted in Phase 1, the R&A Team will work with ELP staff to identify locations of interest (LOI) within the proposed study area. These LOIs will be input into INM, for the purposes of providing noise metrics that can be used to assist the public in better

understanding the DNL results. The grid point analysis results will be provided in tabular format for each grid point and modeling scenario.

The R&A Team will develop text to summarize the results of the noise analysis for inclusion in the EA. Information regarding noise analysis background, methodology, and results will be provided in an appendix.

### **9.3 Compatible Land Use**

The analyses and documentation prepared in Phase 1 will be expanded to include a discussion of FAA's Compatible Land Use Guidelines and all other requirements for an EA. These guidelines will be used to determine whether the Proposed Action would result in additional land areas that would be subjected to noise levels exceeding FAA's Compatible Land Use Guidelines when comparing the Proposed Action with the No Action alternative for the same year.

### **9.4 Construction Impacts**

Specific effects during construction that may create adverse environmental impacts include noise of construction equipment on the site, noise and dust from delivery of materials through residential streets, creation of borrow pits and disposal of spoil, air pollution from burning debris, and waste pollution from erosion, including the potential impacts, if any, on streams and stream beds. These impacts are not anticipated to be significant in nature and are expected to be temporary, short-term impacts to the surrounding environment. The R&A Team will discuss the extent to which these effects are subject to local, state, or federal ordinances or regulations, as applicable, together with measures to be taken to conform to such requirements. In addition, a general description of the type and nature of the construction and measures to be taken to minimize potential adverse effects will be included. Mitigation measures to reduce project impacts from construction will be identified. At a minimum, the documentation will refer to the incorporation in project specifications of the provisions of Advisory Circular 150/5370 *Standards for Specifying Construction of Airports*, (change 10), Item P 156 *Temporary Air and Water Pollution, Soil Erosion, and Siltation Control*.

### **9.5 Floodplains**

If floodplain impacts are anticipated, the R&A Team will prepare additional documentation that confirms the floodplain boundaries based on current FEMA data and identifies the extent of the estimated impacts.

### **9.6 Hazardous Waste, Pollution Prevention, and Solid Waste**

The R&A Team will complete an analysis to determine whether the capacity and availability of existing disposal facilities can handle the projected quantities and types of hazardous waste associated with the implementation of the Proposed Action, if any. Coordination and consultation with local officials will be documented to determine whether there is any potential problem with either capacity or availability of disposal facilities that may violate any local, State, or federal regulations.

The R&A Team will also determine whether the capacity and availability of existing disposal facilities can handle the projected quantities and types of solid waste associated with the implementation of the Proposed Action. Coordination and consultation with local officials will be documented to determine whether there is any potential problem with either capacity or availability of disposal facilities that may violate any local, state, or federal regulations.

## **9.7 Natural Resources and Energy Supply**

The R&A Team will evaluate and document the potential effects of the Proposed Action on energy supplies and natural resources. This would include the consideration of changes in fuel usage given any changes in taxiing patterns and flight patterns with the implementation of the Proposed Action. The use of natural resources, other than fuel, will only be examined if the action involves a need for unusual materials or those in short supply.

## **9.8 Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risk**

The R&A Team will also assess the potential for environmental health or safety risks that may disproportionately affect children, pursuant to Executive Order 13045, "Protection of Children from Environmental Health Risks and Safety Risks". These environmental health risks and safety risks are risks that are attributable to products or substances that a child is likely to come into contact with or ingest. If potential impacts to low-income or minority populations are anticipated, a more detailed analysis will be conducted to document whether disproportionate impacts to these populations would occur under the Proposed Action.

## **9.9 Water Quality**

The R&A Team will determine the water quality impacts of the No Action alternative and impacts that would occur during both construction and operation of the Proposed Action. The R&A Team will evaluate both alternatives and include sufficient description of construction controls and operational best management practices to demonstrate whether state water quality standards and any federal, state, and local permit requirements can be met. The R&A Team will identify and describe impacts that exceed thresholds of significance, if any. The analysis will also include assessment of:

- Sediment and erosion controls for construction activities including appropriate controls;
- Erosion controls to prevent pollution runoff;
- Provisions for containing spills of hazardous materials;
- Location with regard to an aquifer or sensitive ecological area such as a wetlands area to the extent applicable to the individual proposal; and
- Likely land absorption types and rates for future build out of airport property.

## **9.10 Other Considerations**

Other considerations, such as secondary (induced) impacts and cumulative impacts may need to be analyzed in greater detail in the EA, based on the analyses conducted in Task 9. Additional information and discussion for these areas will be included in this section of the EA, if necessary.

# **X. Documentation and Public Involvement**

## **10.1 Preliminary Draft EA**

The R&A Team will produce a preliminary draft EA for Airport staff review. The R&A Team will compile all comments on the preliminary draft EA and discuss the comments with Airport staff during a meeting or teleconference. The R&A Team will respond to comments and make necessary revisions to the preliminary draft EA and produce a second preliminary draft. Once Airport staff has concurred with the revised preliminary draft EA, it will be provided to FAA for review and comment. The R&A Team will compile all comments, and prepare responses to comments for FAA and Airport staff review. The R&A Team will attend one meeting to discuss the comments received

with FAA and Airport staff. After concurrence by FAA and Airport staff on responses to the comments, the R&A Team will revise the preliminary draft and produce the draft EA.

## **10.2 Draft EA**

The R&A Team will produce 20 printed copies of the draft EA and 30 CD copies of the draft EA for distribution. The draft EA will be mailed to agencies, elected officials, public interest groups, and individuals as directed by Airport staff. The draft EA will also be sent to local libraries for access by the public; an electronic version in PDF format will be posted on the Airport web site.

## **10.3 Public Coordination**

Part of the NEPA process includes keeping interested parties informed about the study progress, as well as soliciting input concerning the purpose and need, alternatives, and potential impacts of the proposed project. For this EA, R&A proposes to post pertinent information concerning the EA on the Airport web site, and will hold a public information meeting in conjunction with a public hearing after the draft EA has been published. The public information workshop will be held to allow the public to learn about the proposed project, review significant findings of the draft EA, learn about the EA process, and ask informal questions of the Airport staff and the consultants preparing the draft EA material. The R&A Team will prepare presentation boards and staff the public information workshop.

## **10.4 Public Hearing**

FAA Order 5050.4B does not require that a public hearing be held for an EA; however, it does require that a Notice of Opportunity for a Public Hearing must be given for a major runway extension. If potential significant impacts are anticipated as a result of implementation of the Proposed Action, the R&A Team recommends that a Public Hearing be held to fulfill FAA's public involvement requirements. For purposes of this scope of work, if an EA is required, then it is assumed that the extension of Runway 8R-26L would be considered a major runway extension by FAA. Because the public must be provided 30 days to request that a public hearing be held, it is usually prudent for the Airport sponsor to simply hold a public hearing (which includes a mandatory 45-day comment period). This also ensures that the public is given ample opportunity to comment on the draft EA and helps fulfill public participation requirements.

The public hearing process begins with publication of a Notice of Availability (NOA) and a Notice of Public Hearing in local newspapers, announcing that a draft EA is available for review, locations where the draft EA can be viewed, the time and date of a public hearing on the draft EA, and when and where comments on the draft EA should be submitted. The public hearing would be held no sooner than 30 days after publication of the NOA and distribution of the draft EA.

The hearing would be run by a hearing officer who would moderate the proceedings, oversee the orderly progress of the hearing, and ensure that all attendees wishing to submit oral testimony are given the opportunity to do so and that all proceedings are recorded by a court reporter. The R&A Team will provide handout materials including comment sheets and speaker cards, coordinate and arrange for facilities required for the public hearing, and develop a system in coordination with the Airport staff to allot time and provide sufficient opportunity for oral testimony. After a minimum 14-day public comment period following the hearing, R&A would assemble and categorize all comments received, prepare a comment database, and identify all pertinent comments on the draft EA for discussion with the Airport staff.

**10.5 Preliminary Final EA 07 JUN 11 PM 1:48**

The R&A Team will catalog all oral (obtained from transcripts recorded at the public hearing) and written comments received on the draft EA during the public comment period. The R&A Team will draft responses to comments received during the public hearing, and the public review period. Draft responses to comments will be submitted to Airport staff for their review and comment. The R&A Team will meet with Airport staff and FAA in person or via teleconference to discuss the response to comments. A revised response to comments and draft public involvement appendix will be assembled and submitted to Airport staff and FAA for their review and comment.

The R&A Team will meet with Airport staff to discuss any necessary revisions to the draft EA based on comments received during the public comment period. If additional analysis is required, an amendment to the scope of work may be required. The R&A Team will produce a preliminary final EA for Airport staff review. The R&A Team will compile all comments on the preliminary final EA and discuss the comments with Airport staff during a meeting or teleconference. The R&A Team will respond to comments and make necessary revisions to the preliminary final EA and produce a second preliminary final document. Once Airport staff has concurred with the revised preliminary final EA, it will be released to FAA for review and comment. The R&A Team will compile all comments, and prepare responses to comments for FAA and Airport staff review. The R&A Team will attend one meeting to discuss the comments received with FAA and Airport staff. After concurrence by FAA and Airport staff on responses to the comments, the R&A Team will revise the preliminary final EA and produce the final EA.

**10.6 Final EA**

The R&A Team will produce 5 printed copies of the final EA and 10 CD copies of the final EA for distribution to the Airport and FAA. The final EA will be transmitted to FAA for their use in producing an environmental determination on the Proposed Action.

**10.7 Environmental Determination Support and Distribution**

The R&A Team will provide assistance to FAA, if requested, in the production and development of a finding on the final EA. The R&A Team will produce and distribute 20 printed copies and 30 electronic copies of the proposed finding and final EA, as directed by FAA. The final EA and proposed finding will be mailed to agencies, elected officials, public interest groups, and individuals identified by Airport staff including contacts added during the public hearing process, as directed by Airport staff. The final EA and proposed finding will also be sent to local libraries for access by the public; an electronic version in PDF format will be posted on the Airport web site. The R&A Team will also prepare a draft Notice of Availability; the Notice of Availability will be published in the local newspaper and on the Airport web site to provide agencies and the public a 30-day review period.

After the completion of the 30-day review period, the R&A Team will prepare a draft Notice of Finding for publication in a local newspaper and on the Airport web site. The R&A Team will produce and distribute 20 printed copies and 30 electronic copies of the finding, as directed by Airport staff.

El Paso International Airport  
Environmental Assessment Budget  
Summary Detail

CITY CLERK DEPT.  
07 JUN 11 PM 1:48

ATTACHMENT "B"

**TASK SUMMARY**

TASK		TASK TOTALS
1	PROJECT MANAGEMENT	\$18,420
2	PURPOSE & NEED	\$2,324
3	ALTERNATIVES ANALYSIS	\$3,484
4	AFFECTED ENVIRONMENT/ENVIRONMENTAL CONSEQUENCES	\$91,064
5	DOCUMENTATION	\$29,219
PHASE 1 Totals		\$144,511
6	PROJECT MANAGEMENT	\$15,180
7	PURPOSE & NEED	\$3,484
8	ALTERNATIVES ANALYSIS	\$4,120
9	AFFECTED ENVIRONMENT/ENVIRONMENTAL CONSEQUENCES	\$61,667
10	DOCUMENTATION AND PUBLIC INVOLVEMENT	\$142,845
PHASE 2 Totals		\$227,296
TOTAL PHASE 1 & 2		\$371,807

AGREEMENT FOR CONSULTING SERVICES

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For the Project known as "Environmental Assessment for Extension of Runway 8R-26L El Paso International Airport," 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 report 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 reports 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. The report phase shall consist of Phase I and if necessary, Phase II. 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. Perform surveys and various environmental impact analysis and interpret or incorporate results of any such services for inclusion in the environmental documentation referred to in Part 1.d. of this section.
  - c. Provide consultation and advice as to the necessity of commencing Phase II and the preparation of the Environmental Assessment.
  - d. Prepare documentation based on the potential impacts of the proposed project either suggesting the project be processed as a Categorical Exclusion or proceed with Phase II and prepare an Environmental Assessment.
  - e. As per Attachment "D", furnish the environmental documentation.

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2. As identified in the Scope of Work in Attachment "A", the Consultant shall conduct environmental impact assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws.

### 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. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. 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.
4. 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.
5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
6. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

## AGREEMENT FOR CONSULTING SERVICES

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7. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein
8. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
9. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
10. 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.
11. 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.
12. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
13. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
14. 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.
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

**ATTACHMENT "C"**  
**AGREEMENT FOR CONSULTING SERVICES**

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.

CITY CLERK DEPT.  
07 JUN 11 PM 1:48

For the Project known as **Environmental Assessment for Extension of Runway 8R-26L El Paso International Airport**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **THREE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED SEVEN DOLLARS AND 00/100 DOLLARS (\$371,807.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

### PAYMENT SCHEDULE

The compensation for each phase of the basic services on each construction contract shall be made in proportion to the services performed for that phase, so that the compensation made after the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

<b>Report Phase:</b>	<b>Percent of Payment to Consultant</b>	<b>Percent of Project Completion</b>
<b>Phase I</b>	<b>100%</b>	<b>100%</b>
<b>Phase II</b>	<b>100%</b>	<b>100%</b>

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 **ten copies** of the environmental document shall be submitted within **150 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

If required, the services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Environmental Assessment shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "E"

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID LW RICON-1	DATE (MM/DD/YYYY) 04/11/07
PRODUCER Harris Insurance Agency, Inc. 617 W. Main Street West Dundee IL 60118 Phone: 847-836-1515 Fax: 847-836-8220		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 Ricondo & Associates, Inc. 20 N. Clark Street, Suite 1500 Chicago IL 60602		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hanover Insurance Company	22292
		INSURER B: Essex Insurance Company	
		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 LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> Loc	ZHC4271921	03/14/07	03/14/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. 1000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ZHC4271921	03/14/07	03/14/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 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 \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	UHC4410471	03/14/07	03/14/08	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WHC4272983	03/14/07	03/14/08	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEES 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B		OTHER Architects & Eng. Professional E&O	AE812798	03/02/07	03/14/08	Aggregate \$5,000,000 & Occ. \$20,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: ENVIRONMENTAL ASSESSMENT FOR AIRPORT EXTENSION OF RUNWAY 8R-26L  
 CITY OF EL PASO TEXAS IS LISTED AS ADDITIONAL INSURED  
 WAIVER OF SUBROGATION IS INCLUDED FOR WORKERS COMPENSATION

**CERTIFICATE HOLDER**

**CANCELLATION**

CITY OF EL PASO TEXAS ATTN: ENGINEERING DEPT 2 CIVIC CENTER PLAZA 4TH FLOOR EL PASO TX 79901	CITYEL2 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Marc W. Harris
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## Summary

**Project Name:** Environmental Assessment for the Extension of Runway 8R-26L

**District:** Two (2)

### Scope of work:

This project will provide for the Environmental Assessment (EA) for the extension of Runway 8R-26L. This extension is part of the El Paso International Airport's (EPIA) Capital Improvement Program, and has been programmed to allow for the Runway 8R arrival threshold to be located to the east by approximately 1,100 feet, alleviating FAR Part 77 surface penetration issues in the area of the terminal ramp and Concourse B gates west of the runway.

The EA and any related documents shall comply with the provisions of the National Environmental Policy Act (NEPA) and appropriate Council on Environmental Quality (CEQ), U.S. Department of Transportation (USDOT), and Federal Aviation Administration (FAA) regulations and guidance related to NEPA, together with applicable local and state laws, as appropriate.

This work is to be accomplished in accordance with FAA Order 1050.1E, Environmental Impacts: Policies and Procedures, and FAA Order 5050.4B, NEPA Implementing Instructions for Airport Projects.

### Requirements include:

Development of a detailed work scope, preliminary purpose and need statement, and schedule. Collection, review and synthesis of data and information relevant to the proposed development (extension of runway).

Environmental analysis is to be conducted of potential impact categories denoted within Appendix A of Order 1050.1E.

Conduct public hearings as necessary.

Preparation of progress reports, technical memoranda, topical reports, draft and final EA statements, and administrative record.

**Department Requesting Service:** Airport

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

**Request for Qualification Notification Date:** February 19, 2007

**Firms that were notified:** All pre-qualified Architect/Engineering firms

**Request for Qualification Due Date:** March 5, 2007

**Architect/Engineer firms that submitted RFQ packages:**

Raba-Kistner Consultants, Inc.  
Ricondo & Associates  
Sun City Analytical, Inc.  
URS Corporation  
ENCON International, Inc.

**Architect Engineer Selection Committee Members (Shortlist committee)**

Pat Aauto, Deputy City Manager  
Pat Abelyn, Director of Aviation  
Irene Ramirez, P.E., Assistant City Engineer  
Said-Larbi Cheri, Assistant Director of Environmental Services  
Monica Lombrana, Assistant Director of Aviation Development

**Date shortlist ranking was submitted:** N/A

**Shortlist Ranking of Firms:** N/A

**Date firms were notified of results:** N/A

**Architect Engineer Selection Oral Presentation Date:** N/A

**Architect Engineer Selection Committee Members (Oral presentation committee)**

N/A

**Final Ranking of Firms**

<u>Firm</u>	<u>Outcome</u>
Ricondo & Associates	Finalist
URS Corporation	Not selected
ENCON International, Inc.	Not selected
Raba-Kistner Consultants, Inc.	Not selected
Sun City Analytical, Inc.	Not selected

**Date firms were notified in writing of final selection:** April 4, 2007

# SELECTION OF PROFESSIONAL SERVICES

**PROJECT NAME:** Enviromental Assessment for the Airports Extension of Runway 8R-26L

**RATER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Firms:**     **A=**  
                   **B=**  
                   **C=**  
                   **D=**

See narrative for directions for 1a, 1b, 1c and 2i.

<b>PERFORMANCE REVIEW OF THE PRIME</b> (On previous projects)		A	B	C	D
a. Are their designs typically completed on schedule?	5				
b. Are their estimates usually reasonably close to actual bids.	10				
c. Were their projects completed as designed with no change orders required due to errors & omissions?	10				

<b>SUBMITTAL BY THE PRIME</b>		A	B	C	D
a. Did the firm adequately explain their strategy to accomplish the scope of work?	10				
b. Did the firm list at least one major issue that will affect the design of the project?	10				
c. Did the firm explain why the project manager is the best candidate and how they will address these issues?	10				
d. Did the firm clearly explain their design approach?	9				
e. Did the firm adequately prove the constructability of the their approach to the design of the project?	5				
f. Did the firm completely detail how their competency and experience are pertinent?	20				
g. Did the firm prove they have the ability to be immediately responsive to issues during design and construction?	6				
h. Did the firm respond to the questions of the committee (where applicable)?	2				
i. DBE: Prime = 2    Subs = 1    Both = 3    Veteran = 1* * See attached narrative	3				

<b>TOTAL SCORE</b>	100				
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# SCORING NARRATIVE

Engineering staff will develop a score for all items in Section 1 and 2.i.. Before the presentation, this score will be discussed with all raters and a consensus score will be used by all.

- 1.a. If taken as a whole, the consultant has completed their previous assignments on time, they should be given a score of 4 or 5. If they have occasionally been late, they should receive a 2 or 3. If consistently late, they should receive a 0 to 1. The variables are how late and how often.
- 1.b. If taken as a whole, the consultant's estimates on their previous assignments were within five percent of the low bid, they should be given a score of 7 to 10. If they have been occasionally been over five percent, they should receive a score of 3 to 6. If they are consistently significantly off target, they should receive a 0 to 2. The variables are how far off and how often.
- 1.c. If taken as a whole, the consultant's projects have not required any, or very few change orders **because** of their own design flaws (documented errors & omissions) on their previous assignments, they should be given a score of 7 to 10. If they have had few and/or small required change orders **because** of their own design flaws (documented errors & omissions), they should receive a score of 3 to 6. If they have consistently require change orders, or especially large change orders **because** of their own design flaws (documented errors & omissions), they should receive a 0 to 2. The variables are how many and how expensive.
- 2.a. If the consultant has clearly explained, in understandable terms, their strategy to accomplish the scope of work, and you consider it highly feasible, they should be given a score of 7 to 10. If they have not clearly explained their strategy, or if you feel it is not completely realistic, they should receive a score of 3 to 6. If they have given no understandable strategy or you feel it is completely unrealistic, they should receive a 0 to 2. The variables are how thorough, and how realistic.
- 2.b. The object here is not to simply list one issue; it is to list one significant issue that is insightful and unique to the project. If the consultant has clearly explained, in understandable terms, their one most critical issue and you consider it highly pertinent, critical, and unique, they should be given a score of 7 to 10. If they have not presented an issue that is truly unique or critical, but has some merit, they should receive a score of 3 to 6. If they have given no real insight and have presented one issue that is common and mundane, they should receive a 0 to 2. The variables are how pertinent and how unique.
- 2.c. The object here is not to brag on how impressive the project manager is in general. Instead, if they have clearly explained in understandable terms how the project manager can bring special skills to this specific project and how he/she will specifically address the three significant issues presented in 2.b., they should be given a score of 7 to 10. If they have not presented pertinent experience in detail (or it is not completely pertinent), or they have only partially explained how it is relevant to addressing the three issues, they should receive a score of 3 to 6. If they have given no real pertinent experience or not addressed the issues, they should receive a 0 to 2. The variables are how pertinent the project manager's experience is and how it will be used.

- 2.d. If the firm has clearly explained, in very understandable terms, the approach they will use to design the project, and you feel it is in fact a viable and creative approach, then they should be given a score of 6 to 9. If they have not presented the approach well, or you feel it is questionably realistic, they should receive a score of 3 to 5. If they have given no real plan, or the plan they have given cannot reasonably be executed, they should receive a 0 to 2. The variables are how competent their approach is and can it be implemented.
- 2.e. If the firm has clearly explained, in very understandable terms, the constructability of their design, and you feel it is in fact a viable and creative approach, then they should be given a score of 4 to 5. If they have not adequately proven the feasibility, they should receive a score of 2 to 3. If they have given no real proof, or the construction would be difficult at best, they should receive a 0 to 1. The variables are how competent is their design and can it be easily constructed.
- 2.f. Items 2.a., 2.d., and 2.e. above cover specific parts of the overall picture. In considering those items, and then taking into account your overall impression (sort of filling in the remaining gaps not covered by other specific questions), if you feel that they have clearly shown that they have the necessary, pertinent, and well developed skills and knowledge to provide an excellent product, then they should be given a score of 15 to 20. If they have not adequately proven themselves, they should receive a score of 7 to 14. If they have shown no real pertinent abilities or skills, they should receive a 0 to 6. The variables are how experienced they are and how competent they are in **regard to this project**.
- 2.g. If the firm can be available to discuss the project **on site**, within thirty minutes, then they should be given a score of 6. If they can be available on site within four hours, they should be given a 4. If they cannot consistently be on site within eight hours, they should be given a 1. The variable is how quickly they can make themselves available.
- 2.h. This score is open ended depending on how well you perceive that they have answered the questions succinctly, honestly, and accurately.
- 2.i. If the prime and any subconsultants are certified by a governmental agency as HUBs or DBEs (or some other appropriate minority and/or disadvantaged group), then you should give them a score of 3. If the prime meets the criteria and no subconsultants do, you should give them a score of 2. If the prime does not meet the criteria, but any subconsultants do, your should give them a score of 1. If the prime does not meet the criteria and none of the subconsultants do either, you should give them a score of 0. If the Prime's owner is an American Veteran, and no other points were awarded in this category, give a score of 1.
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