

**CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION (RCA)**

DEPARTMENT: Airport
AGENDA DATE: July 22, 2008
CONTACT PERSON/PHONE: Patrick Abeln – Director of Aviation, 780-4736
Terrance Freiburg– Purchasing Manager, 541-4308

DISTRICT(S) AFFECTED: 3

SUBJECT:

This item is to award contract 2008-108R to Ricondo & Associates for “Airport Financial and Planning Services” for twenty-four (24) months for a not-to-exceed award of \$750,000 for the Department of Aviation. Vendor offers the option to extend for an additional 24 months if the option is exercised within two (2) years of the date of award.

BACKGROUND / DISCUSSION:

This contract will meet an ongoing and essential need for “Airport Financial and Planning Services”. As directed by the Director of Aviation, in response to specific needs and requirements, the Contractor provides technical and financial analyses, cost estimates, scheduling, strategic planning consultation and associated professional support services on tasks related to all aspects of airport development, management and operations.

PRIOR COUNCIL ACTION:

Previous contracts awarded by Council for these services.

AMOUNT AND SOURCE OF FUNDING:

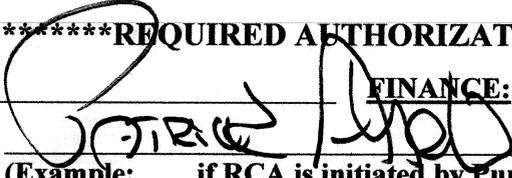
Funding is available in 62620001-502215-40101 – Airport Operating Funds.

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: _____

Committee Score Sheet

Solicitation Name & Number: 2008-108R – Airport Financial & Planning Services

	POINTS	HNTB Corporation	Ricondo & Associates
A-1 QUALIFICATIONS AND PRIOR EXPERIENCE: <ul style="list-style-type: none"> ▪ Previous experience & quality of previous work done at large, medium and small hub airports related to financial services. ▪ Previous experience & quality of previous work done related to Airport Industrial Parks & Airport Transportation Hubs. ▪ Knowledge of FAA regulations, policies, and procedures. ▪ Technical resources, and accessibility to other necessary resources. ▪ Previous experience & quality of previous work done at large, medium and small hub airports as related to Airport Master Planning. ▪ Previous experience & quality of previous work done at large, medium and small hub airports as related to Airport Layout Plans & Airport Signage Plans. ▪ Familiarity with the geographic location of the area. ▪ Key personnel's professional background and experience. 	35	33.33	33.33
A-2 <ul style="list-style-type: none"> ▪ Qualifications and experience of outside consultants (if any) to be engaged by the Contractor. 	05	4.6	5
B. PROJECT APPROACH AND SCHEDULE: <ul style="list-style-type: none"> ▪ Current workload. ▪ Demonstrated ability to meet schedules. ▪ Demonstration of an understanding of the project's potential problems and the City's special concerns. ▪ Demonstrated ability of creative and innovative land use and economic development planning. 	35	31	33.33
C. CERTIFICATION –AFFIDAVITS: <ul style="list-style-type: none"> ▪ 15 Points if certification/ attestation received that scope can be done within budget estimate. ▪ 5 Points if certification/ attestation received that overhead and labor burden rates are audited. ▪ 5 Points if certification/ attestation received that overhead and labor burden rates are Federally audited. 	25	0	0
GRAND TOTAL		68.93	71.66

Section C: The certifications listed are required by the FAA when a Master Plan is prepared, but the Airport's existing Master Plan is still in effect and is not part of the scope of this bid. Therefore, the certifications are not essential to this bid.

LOUIS BERGER & ASSOCIATES
10 CORPORATE WOODS BLVD
ALBANY NY 12211-2370

PB Aviation
312 Elm Street, Suite 2500
Cincinnati, OH 45202, USA

RICONDO & ASSOCIATES
20 N CLARK STREET
SUITE 1250
CHICAGO IL 60602

INTB CORPORATION
1 NORTHPOINT DRIVE SUITE 650
HOUSTON, TX 77060
ATTN: KENT R. MCLEMORE, PH.D.,
AICP
DIRECTOR OF AVIATION

RICONDO & ASSOCIATES
8610 NORTH NEW BRAUNFELS
SUITE 700
SAN ANTONIO TX 78217

PB Aviation
Barton Oaks Plaza Two
901 MoPac Expressway South, Suite
595
Austin, TX 78746-5748, USA

STANTEC CONSULTING
101 NORTH BONITA AVENUE
TUCSON AZ 85745-2999

Landrum and Brown
9841 Airport Rd.
Los Angeles, CA 90045

JACOBS CONSULTANCY
BURLINGAME, CA OFFICE
555 AIRPORT BOULEVARD,
SUITE 300
BURLINGAME, CALIFORNIA
94010

JRS Corporation
100 Montgomery Street
16th Floor
San Francisco, CA 94111-2728

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services, hereinafter referred to as the “**Agreement**” is made this ____ day of _____, 2008 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, INC.**, an Illinois corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform various professional services for the El Paso International Airport, hereinafter referred to as “**EPIA**”, with such services being more fully described in **EXHIBIT “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, as more fully described within **EXHIBIT “C”**, and in accordance with all applicable state and local laws and ordinances;

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

**ARTICLE I.
EXHIBITS**

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

EXHIBIT “A” Scope of Services
EXHIBIT “B” Consultant’s Hourly Rates
EXHIBIT “C” Solicitation No. 2008-108R & Consultant’s Proposal

**ARTICLE II.
SERVICES**

- 2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform various professional services for the Owner as a professional consultant to EPIA on a project-by-project basis. The Services shall consist of those services identified within the Scope of Services as further described in **EXHIBIT “A”**, subject to **EXHIBIT “C”**.
- 2.2** The Consultant shall serve as the Owner’s professional representative in those projects to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

- 2.3 The Owner hereby designates the City's Director of Aviation, hereinafter referred to as the "Director", as the Owner's representative with respect to the services to be provided by the Consultant pursuant to this Agreement. The Director, or designee, shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and make decisions with respect to the services to be provided by the Consultant pursuant to this Agreement, subject to all applicable laws and ordinances.

ARTICLE III. CONSULTANT FEES

- 3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant a total amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00)** for all services performed pursuant to this Agreement within the initial term and the option period. Payments shall be made in accordance with and subject to the requirements noted within this Agreement, including the invoice requirements and Consultant's hourly rates attached hereto as **EXHIBIT "B"**.
- 3.2 **CONSULTANT'S SERVICES.** The services to be provided by the Consultant for this Agreement are more fully described within **EXHIBIT "A"**, subject to **EXHIBIT "C"**. The Owner shall make payment for the services provided by the Consultant at the rates established within **EXHIBIT "B"**.
- 3.3 **CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the completion of requested services. 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 rates. All invoices shall be made in writing.
- 3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant or that project, the current invoiced amount and the amount billed to date for that project. In addition to this summary, each invoice shall provide a progress report, which shall describe, at a minimum, the progress of the project to date also indicating the percentage of completion of any project phases.
- 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 per project.
- 3.4 **COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its exhibits, 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.

**ARTICLE IV.
TERM AND TERMINATION**

4.1 TERM. The initial term of this Agreement shall commence upon the final execution by the Owner and shall continue for a period of two (2) years; provided, however, that the Owner, upon written request of the Director, shall have the option to extend the term of this Agreement for an additional two (2) year period in writing prior to the expiration of the initial term.

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

4.2.1 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 to the Consultant. 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 incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; provided, however, that 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 exhibits.

4.2.2 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 the services required by 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.

4.2.3 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:

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

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 minimum limit of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) 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 Agreement.
- 5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the Department of Aviation with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.
- 5.1.6 GENERAL INSURANCE NOTICE PROVISION.** All certificates shall also include 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.** CONSULTANT OR ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE OWNER AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE OWNER WILL PROMPTLY FORWARD TO CONSULTANT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE OWNER IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONSULTANT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE

DEFENDED ON BEHALF OF THE OWNER ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. CONSULTANT WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE OWNER IN ACTIONS DEFENDED BY CONSULTANT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE OWNER INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY CONSULTANT, AND PREMIUMS ON ANY APPEAL BONDS. THE OWNER, AT ITS ELECTION WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE OWNER WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONSULTANT'S PROPERTY FROM ANY CAUSE.

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

Copies of grant assurances will be made available to Consultant upon request. 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 the services provided pursuant to this Agreement.

The Consultant or its 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, if applicable. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering the services requested by this Agreement, 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 accomplish the same. The Consultant shall timely notify the Director of any delay beyond its control for any project and the Director may extend the time initially agreed upon, in the event of delays which the Director 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.

7.2 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. This schedule initially agreed upon per project 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.

7.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, all drawings, specifications, concepts, designs and other documents prepared by the Consultant for any 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 any project arising from such Instruments of Service; provided, however, that 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 such a 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, 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.

- 7.4 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 Consultant's compliance with contract requirements. 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 the services provided pursuant to this Agreement, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this Agreement 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.
- 7.5 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 prior written consent of the other.
- 7.6 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.
- 7.7 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.
- 7.8 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.
- 7.9 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.

7.10 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:

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: Director of Aviation
 7601 Convair
 El Paso, Texas 79925

To the Consultant: Ricondo & Associates, Inc.
 Attn: Colleen Quinn, Vice-President
 20 North Clark Street, Suite 1500
 Chicago, IL 60602

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

7.11 ATTORNEY'S FEES. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

7.12 CONFLICTING PROVISIONS. Any provision contained in any exhibits 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 exhibits, 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 BEGIN ON THE FOLLOWING PAGE)

APPROVED ON THIS _____ DAY OF _____, 2008.

CITY OF EL PASO:

Joyce A. Wilson, City Manager

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:



Patrick T. Abeln, A.A.E.
Director of Aviation

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

CONSULTANT:
RICONDO & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Colleen Quinn", written over a horizontal line.

By: Colleen Quinn
Title: Vice President

EXHIBIT “A”

SCOPE OF SERVICES

El Paso International Airport 2008-108R - General Advisory and Planning Services Scope of Work

As directed by the Director of Aviation, in response to specific needs and requirements, the Consultant shall provide general planning advisory services over the term of the Agreement. Such services may include, but are not limited to, technical analyses, cost estimates, scheduling, strategic planning consultation, participation in workshops and meetings, preparation of working papers, graphics, and associated support services on tasks related to all aspects of airport development, management, and operations including, but not limited to, the following:

1. Airfield and airspace issues – Conduct airfield and airspace analyses, and provide drawings and exhibits, as needed. Airspace concerns to be considered include, but are not limited to, FAR Part 77 surfaces, TERPs surfaces, and other existing or proposed conditions, such as buildings, roadways, etc.
2. Airline Lease Negotiations – Assist Airport in negotiating airline leases, which expire in Fall 2009.
3. Airport Layout Plan – Update ALP as needed, and coordinate with Federal Aviation Administration (FAA) submission for approval of any updates.
4. Airport Signage Plan – Update Airport Signage Plan to conform with 14 CFR Part 139, and coordinate with FAA submission for approval (Airport Certification Manual) as requested and needed.
5. Aviation database and tracking tools – Provide technical assistance as needed for the Airport’s Property Leases database.
6. Land Use Planning – Provide assistance in land use planning as needed and requested, to include master-planning undeveloped and developed land, updating and amending development standards, all in a fashion compatible with aviation use and current Airport developments. Includes preparation of documents and graphics as needed.
7. Economic and financial analyses and aviation forecasts – Provide studies/analyses regarding traffic forecasts, financial benchmarking, and industry trends.
8. Environmental Overviews (NEPA) – Provide consulting services on environmental issues, to include environmental assessments.

9. Modeling of airspace and land side systems – Conduct studies and provide recommendations as needed, e.g., gate utilization, terminal area aircraft parking, vehicle parking, ground transportation and Airport access.
10. Public Information/Communications – Creation/implementation of public information and community involvement programs as needed.
11. Security issues – Provide consulting services regarding security-sensitive issues and programs as requested and needed.
12. Surveys – Coordinate and conduct passenger surveys to benchmark Airport’s customer satisfaction ratings.
13. Other Surveys – Provide land surveys, to include Metes and Bounds surveys for lease documentation, topographic maps, photogrammetry surveys and aerial photos as requested and needed.
14. Terminal operations and facilities – Conduct studies and provide recommendations regarding Airport terminal operations and facilities as requested and needed, e.g., capacity, traffic flow, passenger services, terminal space utilization and project feasibility studies.
15. Master Plan – Provide periodic assessments of how the Airport is implementing 2005 Master Plan Update, provide recommendations in preparation of 2010/2011 update.
16. Other Services – Provide services or coordination for services to provide counsel, negotiation, assistance and document preparation and representation before the FAA, TSA and other agencies having jurisdiction over the Airport.

[END OF EXHIBIT]

CONSULTANT'S HOURLY RATES
RICONDO & ASSOCIATES, INC.
June 17, 2008

CATEGORY	TITLE	HOURLY RATES (\$/hr)
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I	Officer	\$ 265.50
II	Director	\$ 229.00
III	Managing Consultant	\$ 192.30
IV	Senior Consultant	\$ 156.00
V	Consultant	\$ 123.30
VI	Technical Specialist/Support	\$ 100.50

EXHIBIT B

EXHIBIT "C"

SOLICITATION No. 2008-108R and CONSULTANT'S PROPOSAL

**Solicitation No. 2008-108R is on file and available upon request.
Document is 133 pages long and too large to post.**