

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: October 8, 2013

CONTACT PERSON/PHONE: Irene D. Ramirez, P.E., Interim City Engineer, x4428

DISTRICT(S) AFFECTED: ALL

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Kimley-Horn and Associates, Inc., a North Carolina Corporation, for a project known as "Reconstruction of Runway 8L-26R, Taxiway "U", "V" and New Parallel Taxiway" for an amount not to exceed One Million One Hundred Seventy Seven Thousand Forty Two and 46/100 Dollars (\$1,177,042.46); and that the City Engineer be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed One Million Two Hundred Twenty Seven Thousand Forty Two and 46/100 (\$1,227,042.46); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

BACKGROUND / DISCUSSION:

The project will consist of reconstructing the existing pavements on Runway 8L-26R and Taxiways "U" and "V" as well as constructing a new parallel taxiway for safety purposes that meet the most current FAA Advisory Circular requirements. The consultant shall provide pre-design investigations including a reimbursable agreement with the FAA, survey, geotechnical and utility investigations, and cost benefit analysis. The consultant shall also develop construction phasing plans, drawings, and specifications as well as an Engineer Design Report, estimates of Opinion of Probable Construction Costs and provide administrative and construction services.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Total estimated amount: \$1,177,042.46, FAA Airport Improvement Program (AIP) -90%, EPIA Enterprise Funds (10%)

BOARD / COMMISSION ACTION: N/A

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

DEPARTMENT HEAD:



RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation, for a project known as "RECONSTRUCTION OF RUNWAY 8L-26R, TAXIWAY "U", "V" AND NEW PARALLEL TAXIWAY" for an amount not to exceed One Million One Hundred Seventy Seven Thousand Forty Two and 46/100 Dollars (\$1,177,042.46); and that the City Engineer be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed One Million Two Hundred Twenty Seven Thousand Forty Two and 46/00 (\$1,227,042.46); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

ADOPTED THIS _____ DAY OF _____ 2013.

CITY OF EL PASO:

Oscar Leeser,
Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:

Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT

Irene D. Ramirez, P.E.
Interim City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2013 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "RECONSTRUCTION OF RUNWAY 8L-26R, TAXIWAY "U", "V" AND NEW PARALLEL TAXIWAY," 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"	Certificate of Insurance

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 **ONE MILLION ONE HUNDRED SEVENTY SEVEN THOUSAND FORTY TWO AND 46/100 DOLLARS (\$1,177,042.46)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

3.3 **CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up

materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for this Project allocates **FOURTEEN MILLION AND 00/100 DOLLARS (\$14,000,000.00)** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**

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

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

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

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

by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

Property Damage
\$1,000,000.00 per occurrence
General Aggregate
\$1,000,000.00

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

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

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

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

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

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

Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

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

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

ARTICLE VI. FEDERAL PROVISIONS

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

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

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

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

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

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

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 3% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

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

ARTICLE VII. GENERAL PROVISIONS

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

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

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

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required.

Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

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

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

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

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

compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

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

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

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:

To the Owner:

The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn: City Engineer
P. O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: Kimley-Horn and Associates, Inc.
Attn: Pierre Pretorius, Principal
7878 N. 16th Street, Suite 300
Phoenix, AZ 85020

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.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce A. Wilson,
City Manager

CONSULTANT:
Kimley-Horn and Associates, Inc.

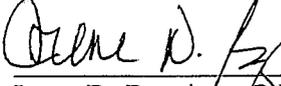
By: Pierre, Pretorius
Title: Principal

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Irene D. Ramirez, P.E.
Interim City Engineer

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2013,
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso**, Texas.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF EI PASO §

This instrument was acknowledged before me on this _____ day of _____, 2013,
by **Pierre Pretorius**, as **Principal** of **Kimley-Horn and Associates, Inc.**

Notary Public, State of Texas

My commission expires:

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "RECONSTRUCTION OF RUNWAY 8L-26R, TAXIWAY "U", "V", NEW PARALLEL TAXIWAY," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

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

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testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site 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. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

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

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

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preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

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

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

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experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

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

PHASE III - FINAL DESIGN PHASE

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

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

BIDDING PHASE

SCOPE OF WORK

RECONSTRUCTION OF RUNWAY 8L-26R, TAXIWAY "U", "V"
AND NEW PARALLEL TAXIWAY
for
EL PASO INTERNATIONAL AIRPORT
CITY OF EL PASO
ENGINEERING DEPARTMENT

August 9, 2013

GENERAL DESCRIPTION OF PROJECT

The City of El Paso (City) and El Paso International Airport (EPIA) requires consulting and engineering services for the Reconstruction of Runway 8L-26R, Taxiway "U", "V" and construction of a new parallel Taxiway and Connectors. These services include *pre-design investigations* including reimbursable agreement with the FAA, survey, geotechnical, and utility investigations, Cost Benefit Analysis, *preliminary design, pre-final design, and final design*. In addition, this project will include *design construction administration* which will include the bidding phase, notice of award, weekly visits to the site and partial work during the week to answer any questions or comments that arise in the field. See Figure 1 for the location and limits as outlined in the pre-proposal meeting and based on the option of re-alignment of the runway with extended safety areas.

Definitions:

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

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

Sub-Consultants: CEA Engineering Group – Civil Design, Drainage, Storm Water Pollution Prevention Plan, Utility Coordination, Overall Assistance, Construction
Brock and Bustillos Inc. – Initial investigations including Survey and Electrical and FAA cable locates
CQC Testing and Engineering LLC. – Geotechnical
Photo Science – Airspace Analysis / Obstruction Survey

GENERAL SCOPE OF SERVICES

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

It is understood that this project schedule once the Notice to Proceed has been issued is 90 Days for Preliminary Design, 60 Days for Pre-final Design Phase and 45 Days for Final Design Phase.

The major items associated with this project as outlined in the City's Scope include:

1. Design for the Reconstruction of Runway 8L-26R, Taxiway's "U" and "V", and a new parallel Taxiway and Connectors
2. Investigation and inventory of utilities that will affect the project
3. Survey
4. Prepare a benefit cost analysis
5. Design documents for bid letting (FAA and Federal funds requirements)
6. Lighting, signage, and PAPI systems for new or reconstructed Runway and Taxiways
7. Development of Storm Water Pollution Prevention Plan (SWPPP)
8. Development of Airport Construction Safety Plan
9. Development of construction management program
10. Engineer's Design Report
11. Opinion of Probable Construction Costs
12. Coordination with the Airport and FAA for the implementation of a Reimbursable Agreement (RA) for the purpose of facilitating the design and construction of FAA facilities in the foregoing item. During generation of the RA the issue of long lead equipment and material will be discussed with the Airport and the FAA. Discussion points will include the appropriate equipment and material and the manner and source of early procurement.
13. Coordination with the FAA, Air Traffic Control Tower, Airlines, and Airport staff, and other airport determined agencies, to include Kinder Morgan and Plains petroleum pipelines and utility agencies, if applicable
14. Coordination with the Federal Aviation Administration (FAA) for relocation of ASR Power and Communications System Cables, RTR Communications System Cables and Runway 4-22 NAVAIDs Communications System Cables.
15. Comply with FAA AC 150/5300-16, 17 and 18 for survey requirements and AC 150/5300-13A for all new design requirements and perform a final survey following construction.
16. Prepare and Submit an Airspace Analysis / Obstruction Survey
17. Prepare and Submit the 7460 submittal for the airport to the FAA.

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

Other major items potentially associated with this project but not directly addressed in the City's Scope include:

1. Modification or relocation of the FAA Primary RTR Facility. Until the FAA is involved in the design process it is not possible to determine if the modification to any existing antenna tower or if it will require relocation of the entire facility. It is also not possible to determine if the design for any facility modification will be done by the FAA or by KHA under FAA supervision.

SPECIFIC SCOPE OF SERVICES

The Consultant will provide consulting and engineering services for the administrative coordination, pre-design, preliminary design, final design, bidding, and construction services for the Reconstruction of Runway 8L-26R, Taxiway "U", "V" and construction of a new parallel Taxiway and Connectors follows: specific description of our sub-consultant's scope of work are included in this proposal. The sub-consultants that will be associated with project include: CEA Engineering Group (DBE), Brock and Bustillos Inc., CQC Testing and Engineering LLC, and Photo Science.

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

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

ADMINISTRATIVE SERVICES

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

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

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

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

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

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

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

A. BASIC SERVICES

1.0 SCHEDULE I SERVICES (PRE-DESIGN SERVICES) (90 Days)

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

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

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

1.2 FAA REIMBURSABLE AGREEMENT -

A Reimbursable Agreement (RA) will be required for this project due, at least in part, to the necessary modifications to the FAA-owned facilities (primarily power and communications cable systems – see General Scope of Services above). An RA is a contract between an Airport Sponsor, in this case, EPIA, and the FAA, for the FAA to oversee changes, additions, or replacement of their facilities and FAA any flight checks. The scope of the RA can range from complete turnkey services (i.e. the FAA will design, procure, install, etc.) to simply having the FAA participate in and oversee the design and installation or modification of the FAA-owned equipment.

In order to maintain the proposed design schedule it is anticipated that the design work on FAA facilities will be well under way prior to full implementation of the RA. To reduce the negative impact on design and construction schedules it would be best that a design RA be established such that the FAA provides design oversight at the 30% level. The full RA can follow and provide for the construction inspection support associated with the actual construction of the FAA facilities

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

Based on these assumptions, the specific work scope for this task is as follows:

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

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

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

Review geotechnical reports and construction records as available.

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

Review aircraft mix, traffic records and forecasts as provided. Additional meetings will be held with operations to verify the findings of the research and percentage of traffic on the Runway and Taxiway.

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

This information will be provided in the plans for the contractor. Additional information will be provided to the utility companies' so they can adjust and maintain their utilities prior to construction. Utilities in conflict will then be relocated by the utility company. Utilities identified as abandoned will be recommended for removal and the plans will reflect this.

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

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

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

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

1.4 Pre-Design Topographic Surveys

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

Topographic field surveys will be gathered for the reconstruction of Runway 8L-26R including side slopes, a profile along Taxiway U and V, the existing FAA and EPIA electrical facilities (edge lighting, signage, visible manholes, handholes, duct markers, etc.) and elevations of existing ground, edge of pavement, drainage inlets, utilities, and other identifiable features will be located. See Attached figure. Field surveys will establish the survey control for the project layout. To accomplish this, the areas that would be included in the RSA and RPZ's for the ultimate condition would be included.

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

As requested by City staff, that there will be a final construction survey following the completion of this project will be completed by Brock and Bustillos to meet the requirements of FAA AC's 16,17 &18. This information will be submitted through the AGIS portal for inclusion in the overall plan for El Paso. The costs associated with this will be included in the Construction Administration portion of this project.

Assumptions:

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

Deliverables:

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

1.5 Pre-Design Utility Surveys

There are many existing utilities within this project area. They include but are not limited to the following:

- FAA Electrical and communications lines
- EPIA Electrical Lines
- Kinder Morgan - Pipe Line
- Plains Petroleum - Pipe Lines
- El Paso Water Utilities – Water

The team will develop and prepare a Utility Contact Distribution List. Distribution list will be coordinated with City and EPIA. Following this, the team will develop, prepare, and distribute Utility Request Letters to utilities identified on the distribution list within a week of the coordination with the City and EPIA. Additional review efforts will include;

1. Gather, review and assimilate data for the project.
2. Review existing and proposed field conditions, and perform a site investigation.
3. Identify all utilities that may be potentially impacted by project.
4. Review FAA requirements to ensure compliance.

Following the investigations, the team will prepare existing utility base map drawings in AutoCAD format for inclusion into the project plans. Our team will then coordinate with impacted utilities throughout the duration of the project to aid in any remediation or relocation efforts. The team will collect and submit utility clearance letters received to City and EPIA and will include these as an appendix to the Engineer's Design Report. Any modifications made by the utility owners will be documented and included in the project plans and the Engineer's Design Report.

The utility area to be covered shall extend 100-feet outside of the Runway Safety Area and Taxiway Safety Area.

Assumptions:

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

1.6 Geotechnical Services

A subsurface exploration will be performed for this project with 29 borings to depths of 10 feet. The soil strata will be logged, soils will be visually classified, and both loose and basically undisturbed samples will be taken for laboratory testing.

Geotechnical investigations including geotechnical explorations and laboratory testing will be performed on relatively undisturbed samples for in situ moisture and density. Loose samples will be tested for sieve analysis, plasticity index, maximum density and optimum moisture. A total of nine (9) California Boring Ratio (CBR) Tests will be performed along the Runway and proposed parallel Taxiway to determine the strength of the base material for this project. In addition, 3 perc tests will be performed in order to understand the drainage capacity of the proposed infield areas.

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

Assumptions:

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

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

Deliverables:

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

1.7 Pavement Design

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

We will evaluate the structural capacity of the proposed pavements with respect to their ability to accommodate forecasted aircraft. Alternatives for PCCP and AC pavement will be investigated and a benefit cost analysis will be developed for inclusion in the runway evaluation report and the Engineer's Design Report.

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

Deliverables:

A written report will be prepared to include basis of design and will be included in the Engineer's Design Report.

1.8 EPIA Electrical Facilities Modifications

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

1. Replacement of the Runway 8L-26R edge lights, airfield signage, and wind cones;
2. New edge lighting for the new parallel taxiway,
3. Replacement of the edge lighting for the reconstructed/reconfigured Taxiways 'U' and 'V' and elements of other taxiways as might be effected by the runway relocation work;
4. Modifications of the Airfield Lighting Vault (ALV) and Airfield Lighting Control System (ALCS).

Scope of Work - KHA will provide the design and construction drawings and specifications for these electrical facilities. The scope for this work includes identifying the limits of construction and

tying the new electrical system with the existing lighting system for both ends of the runway to assure a fully light system upon completion of this phase.

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

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

1.9 FAA Electrical Facilities Modifications

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

1. ASR Power and Communications System Cables will be relocated
2. RTR Communications System Cables will be relocated
3. Runway 4-22 NAVAIDs Communications System Cables will be relocated

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

Design Issues to be addressed for the Reconstruction of the FAA Cable Systems:

1. FAA Coordination
 - a. Assist in the generation of the letter for the request for a Reimbursable Agreement (RA) between EPIA and the FAA.
 - b. Provide assistance and documentation as needed during RA discussions with the FAA.

1.10 Runway Evaluation Study – The alignment for this has been determined. KHA is still working on the CAT EX and some of the electrical requirements associated with this project.

KHA will produce a Cost Benefit Analysis for the different pavement types (AC and PCC) that could be used in conjunction with this runway study for the determination of pavement type during construction.

1 Define BCA approach and process and review with FAA

- A. Kickoff meeting in El Paso
- B. Establish approach and methodology
- C. Review with EPIA and FAA to establish understanding of data and information to be used, future runway assumptions, benefit cost estimates and philosophy for presenting data.

2 Define base price for two alternatives (AC vs. PCC)

- A. Develop Initial Quantities
- B. Define Unit Prices for new pavements and usage of the materials in the future
- C. Review Prices with Local Contractors
- D. Develop Initial Costs Estimates
- E. Review results and extrapolate as necessary to cover life of project (20 year assumption)

3 Define project costs over life of project

- A. Calculate the cost of the project including the capital cost (from designer), the re-use of project materials, assumptions for yearly inflation, potential material inflation, and possible costs to the airlines for the Runway closure.
- B. Develop Initial Life Cycle Costs

4 Develop Draft Report

- A. Develop narrative around BCA
- B. Review with EPIA and FAA if required
- C. Modify Report to accommodate and comments.

1.11 Pre-Design Report/Meeting – We will summarize preliminary investigations and pavement section alternatives for major project items at the first review meeting. Our team will also identify potential alternative bid limits, all the initial concepts, initial phasing and estimated construction duration. The team will meet with the City and Airport to discuss options and phasing alternative associated with this project.

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

1.13 Air Emissions Report – As stated in the Scoping meeting, the Air Emission Study has already been completed for this project and will be copied to KHA upon notice to proceed.

However, if it is determined that a second Air Emissions report is necessary due to the relocation of the runway, KHA can submit an additional scope and fee to perform the additional work.

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

Deliverables:

Schedules, monthly progress reports and minutes.

- 1.15 Airspace Analysis** – See Attached scope of work provided by Photo Science.

1.16 7460 – 7480 Forms

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

2.0 SCHEDULE II SERVICES (DESIGN SERVICES)

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

- 2.1** Prepare Final Construction Plans (60%, 85% and 100% submittals) based on review comments received from the City, EPIA, Airlines and the FAA for the respective submittals.

Drainage Analysis

Drainage Analysis will include the following;

1. Perform field investigations of project site existing conditions as necessary to facilitate design.
2. Review of existing As-built drawings, Design Reports, master plans, ALPs, construction records, and other pertinent data.
3. Develop design criteria in accordance with the current FAA requirements (AC 150/5320-5C - Surface Drainage Design).
4. Analyze the existing and proposed drainage conditions impacted by the project. Incorporate the proposed conditions in order to determine the following:
 - a. Drainage areas;
 - b. Runoff rates; and
 - c. Establish infield/pond capacities as per current City and FAA regulations.
5. Design all necessary drainage facilities/structures to FAA regulations.
6. Prepare all necessary drainage plans and details.
7. Prepare Opinion of Probable Construction Cost (OPCC) for all drainage components.

8. Develop documents summarizing the results of the utility coordination for inclusion into the Engineer's Design Report.

Storm Water Pollution Prevention Plan (SWPPP)

SWPPP will include the following;

1. Gather, review and assimilate data for project.
2. Review federal, state and local requirements.
3. Develop general guidelines for the SWPPP. Items such as haul routes, equipment storage, and other related facilities will need to be provided during design.
4. Prepare SWPPP site plan, general notes, and details plan sheets.
5. Prepare SWPPP specifications.
6. Prepare SWPPP OPCC.
7. Prepare comprehensive binder containing summary of project and components as they impact the SWPPP; as well as all necessary forms.
8. Develop documents describing the SWPPP for inclusion into the Engineer's Design Report.

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

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

- 2.6 Construction Plans – We anticipate that these projects will be bid in one base bid package with an alternate bid and several phases to the project. We anticipate 104 Civil Design sheets and 125 Electrical Sheets along with additional cross sections that will not be included in the plans set for this package. Some of the anticipated sheet descriptions are as follows;

Description

Cover Sheet	1
Abbreviations, General Notes and Legend	1
Summary of Quantities	1
Project Layout Plan (Contractor Staging Area)	1
Horizontal And Vertical Control Plan	1
Storm Water Pollution Prevention Plan	4
Construction Phasing and Barricade	4
Demolition Plan	10
Typical Sections (Including Alternatives)	3
Geometric Layout	10
Grading and Drainage	20
Drainage Details	2
Drainage Plan and Profile	2
Paving Plan and Profiles	21
Joint Layout	10
Joint Layout Details	1
Pavement Marking Plans	10
Pavement Marking Details	2
TOTAL CIVIL PLANS	104
Electrical Scope Of Work	E0.01
Airfield Lighting System Symbols and Keymap	E1.00
Airfield Electrical System Layout Plan - Sta.	E1.01 – E1.23
Airfield Fixture Layout Symbols and Keymap	E2.00
Airfield Electrical Fixture Layout Plan - Sta.	E2.01 – E2.22
Airfield Electrical Fixture Layout Tables	E2.01A - E2.22A
Sign Details	E3.01
Edge Light Installation Details	E3.02
Grounding And Miscellaneous Details	E3.03
Ducts And Designation Details	E3.04
Handhole Details	E3.05
Supplemental Windcone Details	E3.06
Miscellaneous Electrical Details	E3.07
Airfield Electrical Vault - Site Plan	E4.00
Electrical Vault Plan	E4.01
Electrical Vault Details	E4.02
Miscellaneous Alv Details	E4.03
R/W 8L-26R Circuit Plan	E4.04
T/W Lighting Circuit Plan	E4.05
Signage System Scope Of Work	E5.00
New Airfield Signage Systems Map - Sta.	E5.01- E5.06
Airfield Electrical Demolition Symbols And Keymap	E6.00
Airfield Electrical Demolition Plan - Sta.	E6.01 – E6.23
FAA NAVAIDs Scope Of Work	E7.00
FAA – Cable Systems - Site Demolition Plans	E7.01 - E7.04
FAA – Cable Systems - Relocation Plans	E7.05 – E7.09

FAA - Cable Systems – Details	E7.10
TOTAL ELECTRICAL PLANS	125

Assumptions:

The limits of the bid package identified in the RFP and the scoping meeting, (plan sheets and construction documents) are anticipated for the projects outlined in this scope of work. These plans do not include any relocation to the existing RTR Facility.

Deliverables:

Six copies of full size review plans will be submitted with each progress submittal (65%, 85% and 100% plans). This will also include an electronic pdf copy for the City and/or Airport to print additional 11x17 copies.

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

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

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

Final Bidding Plans and Specifications (Final percent submittal) – 10 blackline sets, one mylar set, with electronic AutoCADD file; 10 hard copy specifications and Microsoft electronic file.

Final Engineer's Design Report (five copies).

Final Construction Safety Plan (five copies).

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

2.7 Quality Control Services

The Consultant shall be responsible for providing in house, independent quality review of plans and specifications, quantities and estimates of probable costs throughout the project as well as the 100% submittal. These reviews will be performed by our Quality Control Manager, one of our construction personnel and a peer within KHA, outside of the daily project production will be held for review of progress. All QC plan sets will be on file and available upon request to the City and airport.

2.8 Bidding Phase (Cost Plus Services)

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

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

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

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

Deliverables:

Pre-Bid Meeting record
Addenda (if required)

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

- 3.1 General Administration of Construction Contract:** The City of El Paso will hire a consultant to act as the City and Airport representative in the field. KHA will be responsible for attending weekly meetings, and answering questions related to the plans and specifications. The Engineer (KHA) shall consult with EPIA and the Resident Engineer on issues in the field and items relating to the plans and specifications that need to be addressed. KHA will address those questions promptly as outlined in the specifications. Provide pre-award assistance including recommendation for award, and attend pre-construction conference; meet with the EPIA's representative on a weekly basis during the critical portions of the work to update progress of the construction. The ENGINEER shall have no responsibility for any Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices. The ENGINEER'S visits will be for the purpose of endeavoring to provide EPIA a greater degree of confidence that the completed work of its Contractor's will generally conform to the construction documents prepared by the ENGINEER. ENGINEER neither guarantees the performance of the Contractor(s), nor assumes responsibility for any contractor's failure to perform its work in accordance with the Contract Documents.
- 3.2 Resident Project Engineer (RPE):** The City of El Paso will hire an Aviation Resident Project Representative for the Construction Administration associated with this project.
- 3.3 Independent Testing Laboratory:** Will be provided by the City of El Paso or their Construction Administration Company. KHA will review test results (when provided) on a regular basis and provide comments and ask questions that are relevant to the construction.
- 3.4 Pre-Construction Conference:** KHA will attend the Pre-Construction Conference prior to the commencement of work at the site. Minutes of this meeting will be generated by the Resident Project Representative and distributed promptly.
- 3.5 Construction Surveys:** KHA assumes that the contractor will provide an independent surveyor to provide control survey. Additional as-built survey for the construction portion of this project. The surveyor will re-establish the control as identified in the Contract Documents. All field surveys will be delivered to KHA for inclusion with the final as-builts.
- 3.6 Visits to Site and Observation of Construction:** The ENGINEER will provide weekly on-site construction observation as needed during the construction phase of the subject project. Observations will be limited, preceding or following the weekly construction meeting that will be identified during the pre-construction phase of this project. The ENGINEER will make visits to the site at intervals as directed by EPIA in order to observe the progress of the work. Such visits and observations by the ENGINEER are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on the ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, the ENGINEER will determine if the Contractor's work is generally proceeding in accordance with the Contract Documents, and the ENGINEER shall keep EPIA informed of the general progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable the ENGINEER to better carry out the duties and responsibilities during the construction phase by EPIA, and, in addition, the by exercise of the ENGINEER'S efforts, to provide EPIA a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as

indicated in the Contract Documents has been implemented and preserved by the Contractor. ENGINEER shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor shall the ENGINEER have the authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, or for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's finishing and performing the work. Accordingly, the ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility of any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 3.7 Recommendations with Respect to Defective Work:** The ENGINEER will recommend to EPIA that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 3.8 Clarifications and Interpretations:** The ENGINEER will issue necessary clarifications and interpretations of the Contract Documents to EPIA as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations of the Contract Documents to EPIA as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be submitted by the Cities representative authorized by EPIA.
- 3.9 Change Orders and Field Orders:** The ENGINEER will review and make recommendations related to Change Orders submitted or proposed by the City Representative and the Contractor.
- 3.10 Shop Drawings and Samples:** The ENGINEER will review and approve or take other appropriated action with respect to Shop Drawings, Submittals and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 3.11 Substitutes and "or-equal":** The ENGINEER will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions or applicable standards of the Federal Aviation Administration.
- 3.12 Inspections and Tests:** The ENGINEER will require such special inspections and tests of the Contractor's work ENGINEER deems appropriate, and receive and review certificates of inspections within our area of responsibility, tests, and approvals required by laws and regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER shall be entitled to rely on the results of such tests.
- 3.13 Disagreements between EPIA and Contractor:** This shall be handled by the City's representative; however, KHA will provide our independent opinion of the matter to EPIA.
- 3.14 Applications for Payment:** KHA will review the Applications for payment with the field representative and comment on any changes that we feel is appropriate.
- 3.15 Substantial Completion:** Shall be completed by the City's representative.

- 3.16 Final Notice of Acceptability of the Work:** Shall be completed by the City's representative.
- 3.17 Limitation of Responsibilities:** The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor. The ENGINEER may advise EPIA to suspend operations, wholly or in part, when safety violations or persistent nonconformance to the Control Documents are noted.
- 3.18 Post Construction Phase:** The ENGINEER will provide assistance and consultation to EPIA for up to three months following final completion of the Project. This will include site visits to observe any contractor deficiencies in their work and assist EPIA in recommendations in correcting such contractor deficiencies. Any additional assistance beyond the three month period will be on a time and material basis for fee.
- 3.19 Final Engineer's Report:** Shall be completed by the City's representative.
- 3.20 Final As-Built Plans:** KHA will provide the final as-built plans provided the information as completed in the field is documented per the contract requirements and provided to KHA. This information will be produced on Mylar and provided to the City of El Paso following the completion of the project.
- 4.0 Other Requirements:**
- 4.1 Airside Security and Safety –** The scheduling of field investigations and testing shall be determined by EPIA. Temporary and periodic night closures of the runway may be required for investigative purposes.
- 4.2 Access –** All project team members which will need access to active operational areas on a long-term basis will be required to obtain a security badge from EPIA. Appropriate communications equipment frequencies shall be used while performing surveys and investigations. The vehicle operators shall comply with airport safety procedures.
- 4.3 Testing –** All testing and analytical procedures shall conform to documented FAA requirements and criteria. FAA and the City of El Paso standards shall be used as applicable and in the respective order of priority.
- 4.4 Compliance –** The proposed work must be in compliance with local Building Codes.
- 5.0 Owner's Responsibilities:**
- 5.1** Provide copies of existing documents such as Master Plans, ALPs, as-built drawings, and construction records in its possession.
- 5.2** Provide Consultant access to the project.
- 5.3** Participate in planning activities.
- 5.4** Participate in the development of the project plans and specifications. Provide wage rates, DBE, legal, bonding and other provisions necessary for the contract documents.
- 5.5** Timely review and response (ten working days).
- 5.6** Approve pre-design studies, preliminary, final design and construction contract documents.
- 5.7** Conduct construction bidding process.

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

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

Attachment B

El Paso International Airport
City of El Paso
Date : September 5, 2013

Kimley - Horn and Associates, Inc.
Phoenix, Arizona

Reconstruction of Runway 8L-26R, Taxiway U & V
New Parallel Taxiway
DERIVATION OF ENGINEERING FEE PROPOSAL
(CIVIL Engineering Design Services)

PROJECT SUMMARY

60% DESIGN SERVICES

Design Services	423,576.00	
Direct Expenses	14,931.00	
Sub-Consultant Services	255,316.90	
Reimbursable Expenses	4,104.00	
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Subtotal 60% Design Services		\$ 697,927.90

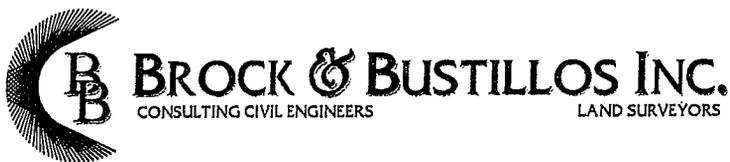
85% DESIGN SERVICES

Design Services	148,646.00	
Direct Expenses	2,142.00	
Sub-Consultant Services	28,047.60	
Reimbursable Expenses	4,104.00	
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Subtotal 85% Design Services		\$ 182,939.60

100% DESIGN SERVICES

Design Services	48,615.00	
Direct Expenses	3,055.50	
Sub-Consultant Services	12,909.75	
Reimbursable Expenses	10,944.00	
<hr/>		
Subtotal 100% Design Services		\$ 75,524.25

Project Totals = \$ 956,391.75



ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.
Survey Manager

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 04, 2013

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

Via E-Mail: Mike.Norby@kimley-horn.com

Attn: Mr. Michael Norby, P.E.

Re: Surveying Services for EPIA Mill & Replace Runway 8L-26R, Taxiway "U", "V", & New Parallel Taxiway Project being a portion of Section 33, Block 80, Township 2, Texas and Pacific Railway Company Survey
Proposal No. 2013-0805REV

Dear Mr. Norby:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the above referenced project. The following is our proposed Scope of Work.

SCOPE OF WORK:

100 PRELIMINARY DESIGN PHASE

(Research, Utility Field Coordination & Surveying)

- .01 Attend kick-off Meeting w/COEP & EPIA.
- .02 Go through security background/badging application process.
- .03 Locate and measure the existing Geodetic Control (PACS/SACS) inside EPIA airfield.
- .04 Establish a maximum of five (5) horizontal and vertical temporary control points to be used during construction.
- .05 Horizontal coordinates will be referenced to the existing PACS and SACS, NAD 83 (2011) Adjustment, Epoch 2010.00.
- .06 Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID12A.
- .07 Submit a request to all local utility companies for copies of any as-built utility maps to assist with the Utility Quality Level B investigation for the project area.
- .08 Coordinate and meet with underground utility locating contractor at the project site.
- .09 Locate and measure utility markings set by underground utility locating contractor.
- .10 Coordinate with Geotech Engineer to stake the locations of the twenty-nine (29) cores/bores and nine (9) CBR's as shown on survey limit map.
- .11 Perform a topographic and improvement survey of the area detailed on the survey limit map provided by client. The survey shall include spot elevations on a 25 feet x 25 feet grid on all paved surfaces and a 50 feet x 50 feet grid on all dirt areas. All mesquite hills, utility markings and existing improvements will also be located.
- .12 QA/QC survey data and process survey control data files and topographic data files.
- .13 QA/QC all survey field notes and sketches.
- .14 Generate a digital terrain model (DTM) and produce a topographic and improvement map of the project area with a contour interval of one foot.
- .15 Research public records for any utility easements within the project limits.
- .16 Overlay any found easements onto the topographic and improvement survey.
- .17 Overlay all underground utilities marked by utility locating contractor onto topographic and improvement survey.
- .18 Prepare a preliminary topographic and utility base-map for project area.
- .19 Submit preliminary topographic and utility base-map for project area to KHA and utility locating contractor for review.

Kimley Horn and Associates, Inc.
Attn: Mr. Mike Norby, P.E.
EPIA Runway 8R-26L Extension Project
Civil, Surveying & Coordination Services
Proposal No. 2013-0805REV
September 04, 2013
Page 2 of 3

200 PRE-FINAL DESIGN PHASE
Utility Field Coordination & Surveying

- .01 Address all comments from utility locating contractor pertaining to the topographic and utility base-map.
- .02 Address all comments from KHA pertaining to the topographic and utility base-map.
- .02 Final walkthrough, review, edits and deliver topographic and utility base map to KHA.

300 FINAL DESIGN PHASE
Utility Field Coordination & Surveying

- .01 Address comments to the final topographic and utility base-map.

EXEMPTIONS:

The above Scope of Work excludes the following: sub-surface utility engineering, boundary survey; ALTA/ACSM Land Title Survey, easement descriptions; requirements to meet FAA AC Circulars 16, 17 and 18, soils investigation and testing; structural retaining improvements; environmental reports; construction staking; storm water pollution prevention plan implementation & monitoring; application fees; permit fees and any other item not specifically listed in the above Scope of Work.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum price of **\$101,058.00** for the above Scope of Work, to be billed on a progressive monthly basis. Terms of payment and charges for additional work will be done in accordance with the City's Master Contract Conditions.

TERMINATION AGREEMENT:

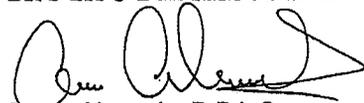
This agreement may be terminated without cause at anytime prior to completion of work by either "**Kimley Horn and Associates, Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Kimley Horn and Associates, Inc.**" will owe **Brock & Bustillos Inc.**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

ACCEPTANCE:

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

Sincerely,

BROCK & BUSTILLOS INC.

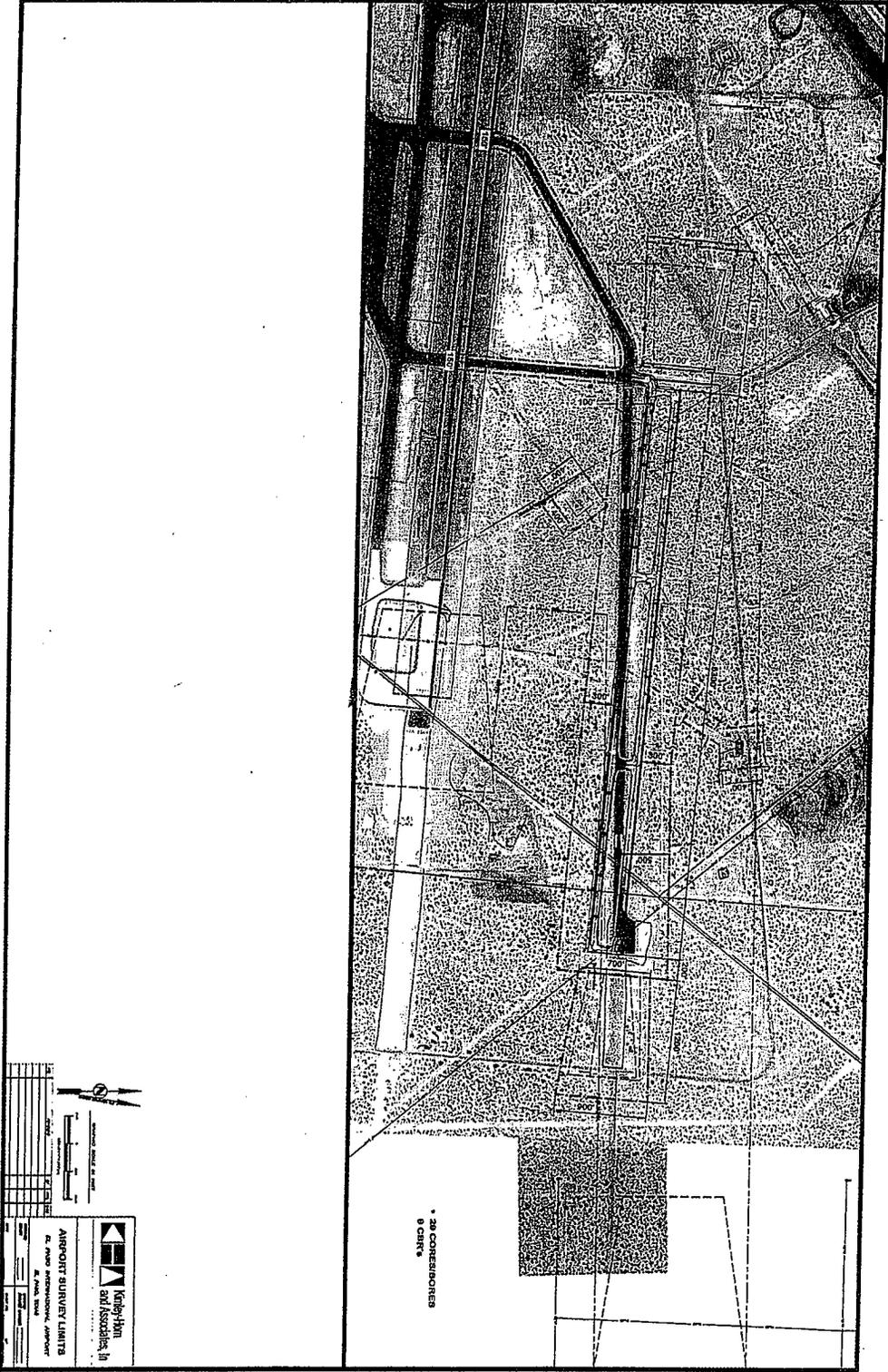


Aaron Alvarado, R.P.L.S.
Vice President – Surveying

Attachment: (1) Exhibit A – Airfield Survey Limits

Kimley Horn and Associates, Inc.
Attn: Mr. Mike Norby, P.E.
EPIA Runway 8R-26L Extension Project
Civil, Surveying & Coordination Services
Proposal No. 2013-0805REV
September 04, 2013
Page 3 of 3

EXHIBIT A – Airfield Survey Limits



**EXHIBIT C
BROCK & BUSTILLOS INC.
PROJECT BUDGET SHEET**

PROJECT NAME:		Surveying Services for EPIA Mill & Replace Runway 8L-26R; Taxiway "U", "V", & New Parallel Taxiway Project being a portion of Section 33, Block 80, Township 2, TPRCo Survey	
JOB NUMBER:		2013-0805REV	
DATE:		September 4, 2013	
FEE TYPE:		Lump Sum	
PREPARED BY:		Aaron Alvarado, RPLS	
PROJECT MGR:		Aaron Alvarado, RPLS	
DESIGN PHASE			
B&B ENG LABOR:	\$	-	
B&B SURV LABOR:	\$	85,379.59	
SUB-CONSULTANTS:	\$	8,020.00	
	DESIGN FEE:	\$	93,399.59
BID PHASE			
B&B BID PHASE LABOR:	\$	-	
BID PHASE SUB-CONSULTANTS:	\$	-	
	BID PHASE FEE:	\$	-
CONSTRUCTION PHASE			
B&B CONSTRUCTION (TIME & MATERIAL):	\$	-	
CONSTRUCTION LABOR - SUBS (TIME & MATERIAL):	\$	-	
	CONSTRUCTION FEE:	\$	-
DIRECT EXPENSES:	\$	6,597.27	
DIRECT COSTS MARKUP:	10% \$	659.73	
CONSULTANT MARKUP:	5% \$	401.00	
	OTHER DIRECT COSTS:	\$	7,657.99

TOTAL CONTRACT AMOUNT \$ **101,057.58**

EXHIBIT "C" - PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.

PROJECT NAME:

Surveying Services for EPIA Mill & Replace Runway 8L-26R, Taxiway "U", "V", & New Parallel Taxiway Project bei 9/4/2013

	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Sergio J. Adame, P.E.	PROJECT ENGR Sergio J. Adame, P.E. Roman Bustillos, P.E.	SENIOR RPLS Aaron Alvarado, RPLS	SURVEY CREW	SURVEYING CADD Jorge Marroquin	ADMIN/UTILITY TECH Karina Martinez	TOTAL HOURS
	\$ 178.60	\$ 124.48	\$ 102.83	\$ 140.72	\$ 124.24	\$ 88.00	\$ 57.12	
PRELIMINARY DESIGN PHASE (6 Calendar Days)								
Attend kick-off Meeting w/COEP & EPIA.		2.0	2.0	2.0				
Go through security background/badging application process.		1.0	1.0	1.0	1.0	1.0	1.0	6.0
Locate and measure the existing geodetic control (PACS/SACS) inside EPIA airfield.								6.0
Establish a maximum of five (5) horizontal and vertical temporary control points to be used during construction.				8.0	16.0	4.0	1.0	29.0
Horizontal coordinates will be referenced to the existing PACS and SACS, NAD 83 (2011) Adjustment, Epoch 2010.00.				8.0	16.0	4.0	1.0	29.0
Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID12A.				2.0	2.0	2.0	1.0	7.0
Submit a request to an local utility companies for copies of any as-built utility maps to assist with the Utility Quality Level B investigation for the project area.				2.0	2.0	2.0	1.0	7.0
Coordinate and meet with underground utility locating contractor at the project site.				2.0	2.0		6.0	14.0
Locate and measure utility markings set by underground utility locating contractor.				4.0	8.0	4.0	8.0	24.0
Coordinate with geotech engineer to stake the locations of the twenty-nine (29) cores/bores and nine (9) CBR's as shown on survey limit map.				6.0	20.0	8.0	8.0	42.0
the survey limit map provided by client. The survey shall include spot elevations on a 25 feet x 25 feet grid on all paved surfaces and a 50 feet x 50 feet grid on all dirt areas. All mesquite hills, utility markings and existing improvements will also be located.				6.0	20.0	6.0	4.0	36.0
Convert survey data and process survey control data files and topographic data files.				16.0	80.0	8.0	2.0	106.0
QA/QC all survey field notes and sketches.				6.0	6.0	6.0	2.0	20.0
Generate a digital terrain model (DTM) and produce a topographic and improvement map of the project area with a contour interval of one foot.				8.0	6.0	8.0	2.0	24.0
Research public records for any utility easements within the project limits.				8.0	6.0	60.0	2.0	76.0
Overlay any found easements onto the topographic and improvement survey.				8.0	2.0	8.0	6.0	24.0
Overlay all underground utilities marked by utility locating contractor onto topographic and improvement survey.				4.0	2.0	8.0	4.0	18.0
Prepare a preliminary topographic and utility base-map for project area.				4.0	4.0	16.0	2.0	26.0
Submit preliminary topographic and utility base-map for project area to KHA and utility locating contractor for review.				8.0	4.0	24.0	2.0	38.0
Sub-Total Hours - Task 40	0.0	3.0	3.0	4.0	2.0	4.0	2.0	12.0
Sub-Total Hours - Preliminary Design Phase	0.0	3.0	3.0	107.0	199.0	177.0	65.0	544.0
Sub-Total Labor Cost - Preliminary Design Phase	\$0.00	\$373.44	\$308.49	\$15,057.04	\$189.00	\$177.00	\$55.00	\$544.00
PRELIMINARY DESIGN PHASE (6 Calendar Days)					\$24,723.76	\$15,576.00	\$3,141.60	\$59,180.33
Task 40: Field Surveys and Right-Of-Way Maps								
Address all comments from utility locating contractor pertaining to the topographic and utility base-map.				12.0	12.0	12.0	4.0	40.0
Address all comments from KHA pertaining to the topographic and utility base-map.				12.0	16.0	16.0	2.0	46.0
Final walkthrough, review, edits and deliver topographic and utility base map to KHA.				10.0	10.0	10.0	4.0	34.0
Sub-Total Hours - Task 40	0.0	0.0	0.0	34.0	38.0	38.0	10.0	120.0
Sub-Total Hours - Pre Final Design Phase	0.0	0.0	0.0	34.0	38.0	38.0	10.0	120.0
Sub-Total Labor Cost - Pre Final Design Phase	\$0.00	\$0.00	\$0.00	\$4,784.48	\$4,721.12	\$3,344.00	\$10.00	\$120.00
PRELIMINARY DESIGN PHASE (6 Calendar Days)								
Task 40: Field Surveys and Right-Of-Way Maps								
Address comments to the final topographic and utility base-map.		2.0	2.0	24.0	40.0	40.0	8.0	116.0
Sub-Total Hours - Task 40	0.0	2.0	2.0	24.0	40.0	40.0	8.0	116.0
Sub-Total Hours - Final Design Phase	0.0	2.0	2.0	24.0	40.0	40.0	8.0	116.0
Sub-Total Labor Cost - Final Design Phase	\$0.00	\$248.96	\$205.66	\$3,377.28	\$4,969.60	\$3,520.00	\$456.96	\$12,778.46
TOTAL SURVEY HOURS	0.0	5.0	5.0	165.0	277.0	255.0	73.0	780.0
TOTAL DESIGN HOURS	0.0	5.0	5.0	165.0	277.0	255.0	73.0	780.0
TOTAL CONSTRUCTION HOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL PROJECT HOURS	0.0	5.0	5.0	165.0	277.0	255.0	73.0	780.0
TOTAL DESIGN LABOR COST	\$ -	\$ 622.40	\$ 514.15	\$ 23,218.80	\$ 34,414.48	\$ 22,440.00	\$ 4,169.76	\$ 85,379.59
TOTAL CONSTRUCTION LABOR COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT LABOR COST	\$ -	\$ 622.40	\$ 514.15	\$ 23,218.80	\$ 34,414.48	\$ 22,440.00	\$ 4,169.76	\$ 85,379.59

\$85,379.59

**EXHIBIT C
PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.**

PROJECT NAME: Surveying Services for EPIA Mill & Replace Runway 8L-26R, Taxiway "U", "V", & New Parallel Taxiway Project being a portion of Sectic
Engr's Project #: 2013-0805REV 9/4/2013

DETAILED SURVEY COSTS

<u>Supplies (Surveying)</u>	<u>Number</u>				<u>\$/Item</u>	<u>Cost</u>	
Stakes		each			-	\$ -	
Nails	50	each			0.08	\$ 4.13	
Flagging	500	LF			0.01	\$ 4.54	
Whiskers	-	each			0.15	\$ -	
Rebar	25	each			0.33	\$ 8.25	
Caps	25	each			0.45	\$ 11.25	
Paint-Pink	10	cans			5.00	\$ 50.00	
Paint-Orange	-				5.00	\$ -	
Paint-Yellow	-				5.00	\$ -	
Paint-White	-				5.00	\$ -	
Paint-Blue	-				5.00	\$ -	
Paint-Green	-				5.00	\$ -	
Pipe	-				-	\$ -	
Concrete Sack	-				-	\$ -	
Panel Marker	-				-	\$ -	
Ribbon	-				-	\$ -	
4" Hubs	-				0.30	\$ -	
6" Hubs	-				0.37	\$ -	
Lathes-Reg	100				0.34	\$ 34.10	
Lathes-Heavy Duty	100				0.45	\$ 45.00	\$ 157.27
<u>Transportation for Services</u>	<u>Mi./Pd.</u>	<u>Days</u>	<u>Qty.</u>	<u>SubTotal</u>	<u>\$/mile</u>	<u>Cost</u>	
Local Mileage - POVs	25	20	1	500	0.56	\$ 277.50	
Local Mileage - Survey Vehicle(s)	40	35	1	1400	0.75	\$ 1,050.00	
Local Mileage - RPR	0	0	0	0	0.50	\$ -	\$ 1,327.50
<u>Communications</u>	<u>Items/Pd.</u>	<u>Wks.</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>	
Postage	0	0	0	0	0.44	\$ -	
Telephone and Radio	2	8	1	16	35.00	\$ 560.00	
Priority Mail	0	0	0	0	17.50	\$ -	\$ 560.00
<u>Miscellaneous</u>	<u>Number</u>	<u>Days</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>	
Safety equipment, monitoring, enforcement	0	0	0	0	75.00	\$ -	
Title Commitment	0	0	0	0	-	\$ -	
Traffic Control	0	0	0	0	75.00	\$ -	\$ -
<u>GPS Equip., Photos, Boards, etc.</u>	<u>Number</u>	<u>Days</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>	
Additional GPS Equipment	1	25	1	25	25.00	\$ 625.00	
GPS Network Usage	2	25	1	50	25.00	\$ 1,250.00	
OPUS Calibration	1	5	1	5	350.00	\$ 1,750.00	
Ground Penetrating Radar	0	0	0	0	-	\$ -	
Ground Penetrating Radar Interpretation	0	0	0	0	-	\$ -	
Poster Boards for Public Presentations	0	0	0	0	-	\$ -	
Digital Project Photos	50	10	1	500	0.33	\$ 165.00	\$ 3,790.00
Subtotal Direct Costs							\$ 5,834.77



Construction Materials Testing
 Geotechnical Engineering
 Environmental Site Assessments
 Forensic Analysis/Testing

GEOTECHNICAL SOILS EVALUATION ESTIMATED FEE

City of El Paso – EPIA - Proposed Runway Pavement Improvements and Proposed Taxiway Structure

Client: Kimley-Horn and Associates, Inc.

CQC Proposal No. PGCQC13-043 (Revision No. 2 - 9-3-13)

I. Project Setup, Utility Locates, Obtaining Permits and Administrative Coordination					
Item No.	Professional Labor Description	Qty	Unit	2012-13 Base Labor Rate	Extension
1	Principal Engineer	6	hr.	\$ 98.49	\$ 590.94
2	Project Engineer	50	hr.	\$ 60.00	\$ 3,000.00
3	Secretary	4	hr.	\$ 25.00	\$ 100.00
Section No. I -				Subtotal	\$ 3,690.94
II. Field Services					
	Direct Cost (Field Work) Description	Qty	Unit	2012-13 Base Labor Rate	Extension
1	Soil Boring - w/Split Spoon and/or Shelby Tube Sampling, 29 Borings to 10 ft, per hour - Drill Rig- 2 man crew	75	hr.	\$ 175.00	\$ 13,125.00
2	Drill Crew Mobilization, within city limits	1	ls	\$ 1,000.00	\$ 1,000.00
3	Drill Crew Coordination and Training Class Time, 2 Man Crew	8	hr.	\$ 80.00	\$ 640.00
4	HMAC/Concrete Coring, includes generator, coring machine, water and Core Barrel Bit Ware	13	ea.	\$ 115.00	\$ 1,495.00
5	Traffic Control, includes barricades, cones and signs	8	day	\$ 225.00	\$ 1,800.00
6	Field Activities Support Vehicle, 2 vehicles per day	7	day	\$ 65.00	\$ 455.00
7	Core Hole Rapid Set Concrete Patch Bags-DOT Approved	13	ea.	\$ 28.10	\$ 365.30
8	Borehole Grouting - Lean Concrete Mix	130	ft.	\$ 7.25	\$ 942.50
9	DCP Tests, performed at CBR sample locations	9	ea.	\$ 80.00	\$ 720.00
10	Concrete Mixer Rental	7	day	\$ 125.00	\$ 875.00
11	Backhoe and Water Wagon Rental - 2 Weeks	1	ls	\$ 3,800.00	\$ 3,800.00
Section No. II -				Subtotal	\$ 25,217.80
III. Laboratory Testing Services					
	Laboratory Test Description	Qty	Unit	2012-13 Base Labor Rate	Extension
1	Moisture Contents	60	ea.	\$ 5.00	\$ 300.00
2	Atterberg Limits	42	ea.	\$ 40.00	\$ 1,680.00
3	Sieve Analysis	60	ea.	\$ 35.00	\$ 2,100.00
4	Soil Laboratory CBR Tests	9	ea.	\$ 220.00	\$ 1,980.00
5	Soil Resistivity Tests and pH	6	ea.	\$ 85.00	\$ 510.00
6	Soil Water Soluble - Chlorides, Sulfates, Sulfides Content	6	ea.	\$ 165.00	\$ 990.00
7	Percolation Tests, Includes - Drilling, Pipe Costs, Borehole Prep and Gravel	3	ea.	\$ 450.00	\$ 1,350.00
Section No. III -				Subtotal	\$ 8,910.00
IV. Technical and Professional Services and Report Preparation					
	Labor Description	Qty	Unit	2012-13 Base Labor Rate	Extension
1	Field Technician II (Coordination, Soil Logging and Soil Percolation Testing)	110	hr.	\$ 38.00	\$ 4,180.00
2	Field Technicians (2 man crew - Coring/Patching and Backhoe Operation)	80	hr.	\$ 80.00	\$ 6,400.00
3	Principal Engineer	16	hr.	\$ 98.49	\$ 1,575.84
4	Project Engineer	160	hr.	\$ 60.00	\$ 9,600.00
5	Eng Tech (CADD1)	3	hr.	\$ 39.93	\$ 119.79
6	Secretary	20	hr.	\$ 25.00	\$ 500.00
Section No. IV -				Subtotal	\$ 22,375.63
Subtotal of Items I through IV \$					60,194.37
Estimated Total Fee					\$ 60,194.37
Overhead & Profit Rates:					
1	a.) Fringe Benefit Rate of Overhead, %				24.00%
	b.) General Overhead Rate, %				118.00%
2	Total Overhead:				142.00%
3	Labor Rate Multiplier:				2.66



1410 Indian Trail Road Norcross, Georgia 30093 Phone 770-564-9843 FAX 770-279-9568

September 5, 2013

Mr. Michael A. Norby P.E.
Project Manager
Kimley-Horn and Associates Inc
7878 North 16th Street Suite 300
Phoenix, Arizona 85020

**Re: Obstruction Analysis for El Paso International Airport (KELP) El Paso, Texas
Proposal # G134.13**

Dear Michael:

In response to our discussions regarding obstruction mapping, Photo Science, Inc. is pleased to provide the following cost estimates for professional surveying and mapping services.

SCOPE

This project encompasses providing obstruction analysis of the approaches for the proposed re-alignment of runway 8L/26R and other surfaces at El Paso International Airport (KELP). We will be performing this work for a Vertically Guided Approach. In order to accomplish this task we will utilize a combination of ground and aerial mapping techniques to perform obstruction analysis in accordance with FAA Advisory Circular 150/5300-18b.

We will fly new color vertical aerial photography at 1"=500' and 1"=2000' negative scale. Photo Control shall be established by selecting photo-identifiable features as determined by Photo Science and surveyed by your local surveyor. Many points from the previous project will be able to be used again, however we anticipate a need for 3 to 4 additional points, and we request verification of previous points. This control should be tied to existing NGS control marks. Proposed runway end points should also be provided to us along with any NAVAIDS on site. All of the field work should be done following the FAA guidelines in FAA Advisory Circular 150/5300-16a. All photography will be guided by AC 150/5300-17c.

Upon receipt of the field data, Photo Science shall perform aerial triangulation on the photography to tie all of the photography to the ground control. Using this controlled photography a Digital Elevation Model (DEM) suitable to produce 1' pixel digital orthophoto at 1"=200' scale will be collected. All features, either man-made or natural which extend into the VG approach slope for each runway will be collected.

Any obstruction features along with the runway and NAVAID data will be shown in tabular format in the UDDF format files as well as graphically in a CAD drawing file and GIS files. We will provide runway elevations and elevation information for existing buildings and structures on the airfield. Also, the mapping will provide top elevations of structures and trees for verification of obstructions to the approach surfaces for each runway within the mapping limits. This work will be performed in accordance with FAA Advisory Circular 150/5300-18b standards. As much as possible, we will use data from the previous project.

If decided upon, the project will be flown again when the runway project is completed, and an ortho produced and delivered.

Deliverables will be:

1. Spreadsheet files of obstructions
2. Color digital orthophoto with 1.0' pixel resolution
3. CAD file of obstructions in Microstation or AutoCAD format and ESRI Shape file for GIS submittal to FAA.
4. Project report documenting all activities.

G134.13
September 5, 2013

PHOTO SCIENCE

TERMS AND CONDITIONS

It is understood that all of the Terms and Conditions set forth on the attached page are made a part of this proposal. This proposal is valid for ninety (90) days.

SCHEDULE

This project can be flown immediately upon Notice to Proceed (NTP), pending weather. A schedule agreeable to both parties can be negotiated at the appropriate time, however we expect a project of this size to take at least 10-12 weeks from NTP to complete.

COST

Color Aerial Photography, scanning and aerial triangulation.....	\$ 9,000.00
Ortho Production.....	\$ 4,500.00
<u>Obstruction Analysis and supporting documentation.....</u>	<u>\$ 11,500.00</u>
Total Cost	\$ 25,000.00

Optional cost of Additional Orthoimage

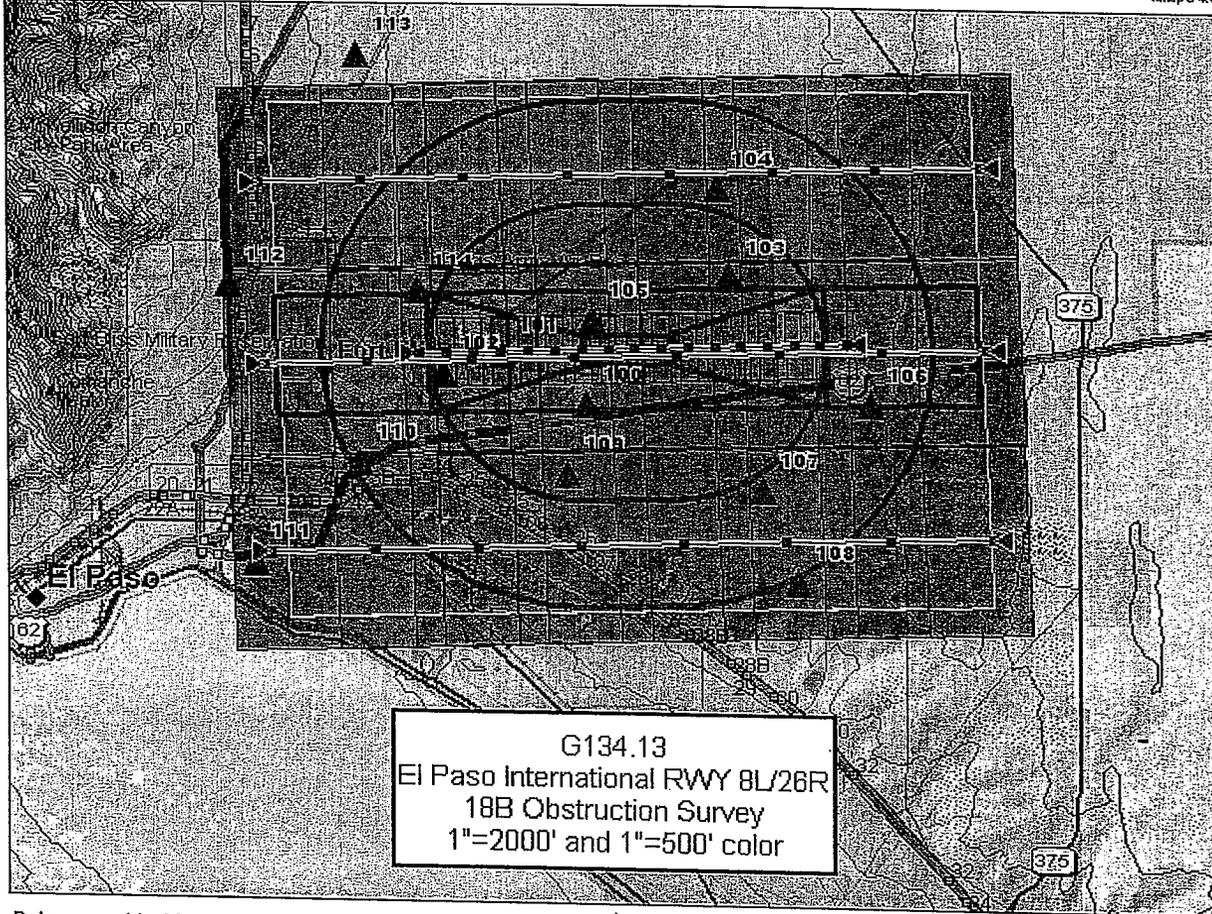
Color Aerial Photography, scanning and aerial triangulation (1'=2000' only).....	\$ 6,400.00
Ortho Production.....	\$ 2,400.00
Total Cost.....	\$ 8,400.00

We look forward to working with you on this project. Should you have any questions or need additional information, please do not hesitate to contact us.

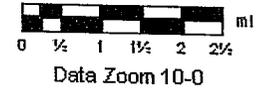
Sincerely,
PHOTO SCIENCE, INC.

James F. Kelly Jr.

Jim Kelly
Project Manager



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 www.delorme.com



CEA Engineering Group
PROJECT BUDGET SHEET

PROJECT NAME:	Mill & Replace RWY 8L-26R, TWY U & V, & New TWY
JOB NUMBER:	8030-010TA
DATE:	9/4/2013
FEE TYPE:	Lump Sum
PREPARED BY:	Frank Corral
PROJECT MGR:	Frank Corral
CONSULTANT MARKUP:	5%
DIRECT MARKUP:	10%
DESIGN FEE:	\$ 89,867.00
BIDDING & CONSTRUCTION (COST PLUS):	\$ 22,333.00
TOTAL FEE:	\$ 112,200.00
DESIGN LABOR:	\$ 87,514.00
SUBCONSULTANTS (w/markup):	\$ -
DIRECT EXPENSES (w/markup):	\$ 2,353.00

CEA Engineering Group PROJECT BUDGET SHEET

PROJECT NAME: Mill & Replace RWY 8L-26R, TWY U & V, & New TWY

DESIGN LABOR	EST. HOURS	HOURLY RATE	COST	TOTAL
SENIOR ENGINEER	31.0	\$ 162.00	\$5,022	
PROJECT MANAGER	169.0	\$ 141.00	\$23,829	
PROJECT ENGINEER	243.0	\$ 117.00	\$28,431	
DESIGN ENGINEER	148.0	\$ 96.00	\$14,208	
CADD	207.0	\$ 60.00	\$12,420	
ADMIN	53.0	\$ 68.00	\$3,604	
				\$87,514.00
BIDDING LABOR				
PROJECT MANAGER	6.0	\$ 141.00	\$846	
PROJECT ENGINEER	6.0	\$ 117.00	\$702	
DESIGN ENGINEER	0.0	\$ 96.00	\$0	
CADD	8.0	\$ 60.00	\$480	
ADMIN	4.0	\$ 68.00	\$272	
				\$2,300.00
CONSTRUCTION LABOR				
PROJECT MANAGER	65.0	\$ 141.00	\$9,165	
PROJECT ENGINEER	76.0	\$ 117.00	\$8,892	
DESIGN ENGINEER	0.0	\$ 96.00	\$0	
CADD	8.0	\$ 60.00	\$480	
ADMIN	22.0	\$ 68.00	\$1,496	
				\$20,033.00
OTHER DIRECT COSTS*				
	NUMBER	COST	SUB-TOTAL	
MILEAGE	561	\$0.59	\$328	
POSTAGE EA.	60	\$0.60	\$36	
PRESENTATION MATERIALS	0	\$300.00	\$0	
COPIES (8.5 X 11)	4300	\$0.20	\$860	
BLACKLINES	1000	\$0.54	\$540	
MYLARS	15	\$9.00	\$135	
DELIVERIES	6	\$40.00	\$240	
				\$2,139.09
SUB-CONSULTANTS				
	COMPANY		SUB-TOTAL	TOTAL
				\$0.00
MARKUP				
	MARGIN	COST	SUB-TOTAL	
OTHER DIRECT COSTS	10%	\$ 2,139	\$213.91	
SUBCONSULTANT(S)	5%	\$ -	\$0.00	
				\$213.91
TOTAL				\$112,200.00

ATTACHMENT "B"
CEA Engineering Group
PROJECT BUDGET SHEET

PROJECT NAME:

Mill & Replace RWY 8L-26R, TWY U & V, & New TW

DATE: 9/4/2013

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	CADD	ADMIN	TOTAL HOURS
	\$ 162.00	\$ 141.00	\$ 117.00	\$ 96.00	\$ 60.00	\$ 68.00	
PRELIMINARY DESIGN PHASE							
Task 010 - Project Management							
Kick-Off Meeting	1.0	2.0				2.0	5.0
Internal Kick-Off Meeting	1.0	2.0	2.0	2.0	2.0	2.0	11.0
Preliminary Review Meeting		2.0	2.0			2.0	6.0
Coordination with City/EPIA/Other Agencies			12.0	6.0			18.0
General Administration	2.0	12.0				6.0	20.0
Sub-Total Hours - Task 010 - Project Management	4.0	30.0	10.0	2.0	2.0	12.0	60.0
Task 020 - Drainage Analysis							
Field Investigations		2.0	4.0				6.0
Review Existing As-builts, Design Reports, etc.		2.0	6.0	8.0	4.0		20.0
Assimilate Project Design Criteria	1.0	4.0	6.0				11.0
Analyze/Calculate Existing and Proposed Conditions		2.0	12.0	16.0	8.0		38.0
Prepare Drainage Plans and Details		2.0	12.0	28.0	66.0		98.0
Prepare Opinion of Probable Construction Cost		2.0	4.0	6.0	8.0		22.0
Develop Drainage Documents or EDR		2.0	8.0			4.0	14.0
QA/QC All Documents	6.0	4.0					10.0
Sub-Total Hours - Task 020 - Drainage Analysis	7.0	20.0	52.0	60.0	76.0	4.0	219.0
Task 030 - Utility Coordination							
Develop Utility Contact List & Request Letters		1.0	2.0			2.0	5.0
Gather & Review Existing Utility As-Builts/Records		1.0	8.0			2.0	11.0
Develop Utility Base Maps		1.0	8.0		16.0		25.0
Coordination with Impacted Utilities		24.0	32.0			2.0	58.0
Develop Utility Documents for EDR		2.0	4.0			4.0	10.0
Assemble and Submit Utility Clearance Letters		1.0	4.0			2.0	7.0
QA/QC All Documents	2.0	1.0					3.0
Sub-Total Hours - Task 030 - Utility Coordination	2.0	31.0	58.0	0.0	16.0	12.0	119.0
Task 040 - Storm Water Pollution Prevention Plan							
Gather & Review Data/Requirements		1.0	4.0				5.0
Develop SWPPP Plans		2.0	6.0	12.0	28.0		50.0
Develop SWPPP Binder		2.0	6.0	10.0	4.0	2.0	24.0
QA/QC All Documents	2.0	1.0					3.0
Sub-Total Hours - Task 040 - Storm Water Pollution Prevention Plan	2.0	6.0	18.0	22.0	32.0	2.0	82.0
Sub-Total Hours - Preliminary Design Phase	15.0	87.0	138.0	84.0	126.0	30.0	480.0
Sub-Total Labor Cost - Preliminary Design Phase	\$ 2,430.00	\$ 12,267.00	\$ 16,146.00	\$ 8,064.00	\$ 7,580.00	\$ 2,040.00	\$ 48,507.00
PRELIMINARY DESIGN PHASE							
Task 010 - Project Management							
Kick-Off Meeting							0.0
Internal Kick-Off Meeting							0.0
PreFinal Review Meeting		2.0	2.0			2.0	6.0
Coordination with City/EPIA/Other Agencies		8.0	4.0				12.0
General Administration		8.0				4.0	12.0
Sub-Total Hours - Task 010 - Project Management	0.0	18.0	6.0	0.0	0.0	6.0	30.0
Task 020 - Drainage Analysis							
Field Investigations		1.0	2.0				3.0
Review Existing As-builts, Design Reports, etc.		1.0	2.0	4.0	2.0		9.0
Assimilate Project Design Criteria		1.0	1.0				2.0
Analyze/Calculate Existing and Proposed Conditions		1.0	8.0	10.0	4.0		23.0
Prepare Drainage Plans and Details		1.0	8.0	16.0	28.0		53.0
Prepare Opinion of Probable Construction Cost		1.0	2.0	6.0	4.0		13.0
Develop Drainage Documents or EDR		2.0	4.0			2.0	8.0
QA/QC All Documents	4.0	2.0					6.0
Sub-Total Hours - Task 020 - Drainage Analysis	4.0	10.0	27.0	36.0	36.0	2.0	117.0
Task 030 - Utility Coordination							
Develop Utility Contact List & Request Letters		0.5	1.0			1.0	2.5
Gather & Review Existing Utility As-Builts/Records		0.5	4.0			1.0	5.5
Develop Utility Base Maps		0.5	2.0		8.0		10.5
Coordination with Impacted Utilities		16.0	20.0				36.0
Develop Utility Documents for EDR		2.0	4.0			2.0	8.0
Assemble and Submit Utility Clearance Letters		0.5	1.0			1.0	2.5
QA/QC All Documents	2.0	1.0					3.0
Sub-Total Hours - Task 030 - Utility Coordination	2.0	21.0	32.0	0.0	8.0	5.0	68.0
Task 040 - Storm Water Pollution Prevention Plan							
Gather & Review Data/Requirements		1.0	2.0				3.0
Develop SWPPP Plans		1.0	4.0	8.0	12.0		25.0
Develop SWPPP Binder		1.0	4.0	4.0	1.0	2.0	12.0
QA/QC All Documents	2.0	1.0					3.0
Sub-Total Hours - Task 040 - Storm Water Pollution Prevention Plan	2.0	4.0	10.0	12.0	13.0	2.0	43.0
Sub-Total Hours - PreFinal Design Phase	8.0	53.0	75.0	48.0	59.0	15.0	258.0
Sub-Total Labor Cost - PreFinal Design Phase	\$ 1,286.00	\$ 7,473.00	\$ 8,775.00	\$ 4,608.00	\$ 3,540.00	\$ 1,020.00	\$ 26,712.00

ATTACHMENT "B"
CEA Engineering Group
PROJECT BUDGET SHEET

PROJECT NAME:

Mill & Replace RWY 8L-26R, TWY U & V, & New TW

DATE: 9/4/2013

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	CADD	ADMIN	TOTAL HOURS
	\$ 162.00	\$ 141.00	\$ 117.00	\$ 96.00	\$ 60.00	\$ 68.00	
Task 010 - Project Management							0.0
Kick-Off Meeting							0.0
Internal Kick-Off Meeting							0.0
Final Review Meeting		2.0	2.0			2.0	6.0
Coordination with City/EPIA/Other Agencies		6.0	2.0				8.0
General Administration		6.0				2.0	8.0
Sub-Total Hours - Task 010 - Project Management	0.0	14.0	4.0	0.0	0.0	4.0	22.0
Task 020 - Drainage Analysis							0.0
Field Investigations							0.0
Review Existing As-builts, Design Reports, etc.							0.0
Assimilate Project Design Criteria							0.0
Analyze/Calculate Existing and Proposed Conditions		0.5	4.0	6.0	2.0		12.5
Prepare Drainage Plans and Details		0.5	4.0	8.0	14.0		26.5
Prepare Opinion of Probable Construction Cost		0.5	2.0	2.0	2.0		6.5
Develop Drainage Documents or EDR		1.0	2.0			2.0	5.0
QA/QC All Documents	4.0	2.0					6.0
Sub-Total Hours - Task 020 - Drainage Analysis	4.0	4.5	12.0	16.0	16.0	2.0	56.5
Task 030 - Utility Coordination							0.0
Develop Utility Contact List & Request Letters							0.0
Gather & Review Existing Utility As-Builts/Records							0.0
Develop Utility Base Maps		0.5	1.0		2.0		3.5
Coordination with Impacted Utilities		6.0	8.0				14.0
Develop Utility Documents for EDR		1.0	2.0			1.0	4.0
Assemble and Submit Utility Clearance Letters							0.0
QA/QC All Documents	2.0	1.0					3.0
Sub-Total Hours - Task 030 - Utility Coordination	2.0	8.5	11.0	0.0	2.0	1.0	24.5
Task 040 - Storm Water Pollution Prevention Plan							0.0
Gather & Review Data/Requirements							0.0
Develop SWPPP Plans		0.5	2.0		2.0		4.5
Develop SWPPP Binder		0.5	1.0			1.0	2.5
QA/QC All Documents	2.0	1.0					3.0
Sub-Total Hours - Task 040 - Storm Water Pollution Prevention Plan	2.0	2.0	3.0	0.0	2.0	1.0	10.0
Sub-Total Hours - Final Design Phase	6.0	29.0	30.0	16.0	22.0	6.0	113.0
Sub-Total Labor Cost - Final Design Phase	\$ 1,296.00	\$ 4,089.00	\$ 3,510.00	\$ 1,536.00	\$ 1,320.00	\$ 544.00	\$ 12,295.00

ATTACHMENT "B"
CEA Engineering Group
PROJECT BUDGET SHEET

PROJECT NAME:

Mill & Replace RWY 8L-26R, TWY U & V, & New TW

DATE: 9/4/2013

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGR	DESIGN ENGR	CADD	ADMIN	TOTAL HOURS
	\$ 162.00	\$ 141.00	\$ 117.00	\$ 96.00	\$ 60.00	\$ 68.00	
BIDDING PHASE							
Task 200 Bid Phase Services		2.0				2.0	4.0
Attend Pre-bid conference		2.0	6.0			2.0	16.0
Prepare addenda to drawings and specs.		2.0			8.0		2.0
Attend Bid Opening		2.0					2.0
Sub-Total Hours - Bid Phase	0.0	6.0	6.0	0.0	8.0	4.0	24.0
Sub-Total Labor Cost - Bid Phase	\$ -	\$ 846.00	\$ 702.00	\$ -	\$ 480.00	\$ 272.00	\$ 2,300.00
CONSTRUCTION PHASE							
Task 300 Construction Phase Services		2.0	2.0			2.0	6.0
Attend Pre-construction Conf.		40.0	24.0			16.0	80.0
Attend Progress Meetings		20.0	40.0				60.0
Periodic Site Visits		2.0	8.0			2.0	12.0
Review Shop Drawings, Schedules, & other Const. Documents		1.0	2.0		8.0	2.0	2.0
Prepare Record Drawings		0.0	65.0	76.0	0.0	22.0	171.0
Sub-Total Hours - Construction Phase	0.0	65.0	76.0	0.0	8.0	22.0	171.0
Sub-Total Labor Cost - Construction Phase	\$ -	\$ 9,185.00	\$ 8,892.00	\$ -	\$ 480.00	\$ 1,498.00	\$ 20,033.00
TOTAL DESIGN HOURS	31.0	169.0	243.0	148.0	207.0	53.0	851.0
TOTAL BIDDING HOURS	0.0	6.0	6.0	0.0	8.0	4.0	24.0
TOTAL CONSTRUCTION HOURS	0.0	65.0	76.0	0.0	8.0	22.0	171.0
TOTAL PROJECT HOURS	31.0	240.0	325.0	148.0	223.0	79.0	1046.0
TOTAL DESIGN LABOR COST	\$ 5,022.00	\$ 23,829.00	\$ 28,431.00	\$ 14,208.00	\$ 12,420.00	\$ 3,604.00	\$ 87,514.00
TOTAL BIDDING LABOR COST	\$ -	\$ 846.00	\$ 702.00	\$ -	\$ 480.00	\$ 272.00	\$ 2,300.00
TOTAL CONSTRUCTION LABOR COST	\$ -	\$ 9,185.00	\$ 8,892.00	\$ -	\$ 480.00	\$ 1,498.00	\$ 20,033.00
TOTAL PROJECT LABOR COST	\$ 5,022.00	\$ 33,840.00	\$ 38,025.00	\$ 14,208.00	\$ 13,380.00	\$ 5,372.00	\$ 109,847.00

El Paso International Airport
 City of El Paso
 Date : September 5, 2013

KIMLEY-HORN ASSOCIATES
 Phoenix, Arizona

DERIVATION OF ENGINEERING FEE PROPOSAL
 (Construction Services)

1. DIRECT LABOR

<u>TASK</u>	<u>DESCRIPTION</u>	<u>MANHOURS</u>	<u>TOTAL*</u>	<u>EXTENDED TOTAL</u>
SCHEDULE III SERVICES (Construction Services)				
001	Contract Administration	56	7,520	
002	Pre-Bid Assistance	158	24,969	
003	Pre-Construction Activities	164	31,004	
004	Construction Surveys Coordination	40	8,600	
005	Construction Quality Assurance (QA) Program	146	27,340	
006	Post-Construction Administration	129	20,270	
007	Quality Control	19	4,225	
Subtotal Schedule III Labor		712		\$123,928.00
TOTAL DIRECT LABOR				\$123,928.00

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

2. DIRECT EXPENSE

SCHEDULE III SERVICES (Construction Services)		
Travel, Lodging, Per Diem, Vehicle Rental		8,790.00
Expense Allocation - 5.8%		7,187.82
Computer Costs		
Subtotal Schedule III Direct Expense		\$15,977.82
Five (5%) Markup		\$798.89
TOTAL DIRECT EXPENSES:		\$16,776.72

3. SUBCONSULTANTS SERVICES

SCHEDULE III SERVICES (Construction Services)		
Brock and Bustillos Final Survey		53,806.04
CEA Engineering Group		22,333.00
Subtotal Schedule III Subconsultants		\$76,139.04
Five (5%) Markup		\$3,806.95
TOTAL SUBCONSULTANT SERVICES:		\$79,945.99
TOTAL ENGINEERING FEE:		\$220,650.71

El Paso International Airport
 City of El Paso
 Date : September 5, 2013

KIMLEY-HORN ASSOCIATES
 Phoenix, Arizona

DERIVATION OF ENGINEERING FEE PROPOSAL
 (Construction Services)

1. DIRECT LABOR

<u>Classification</u>	<u>Est. Hrs</u>	<u>Average Hrly Rate</u>	<u>Labor Costs</u>	<u>EXTENDED TOTAL</u>
SCHEDULE III SERVICES (Construction Services)				
Principal Engineer	8	250.00	2,000.00	
Project Manager	399	215.00	85,785.00	
Engineering Analyst	75	115.00	8,625.00	
Senior Inspector	46	188.00	8,648.00	
Construction Inspector	18	130.00	2,340.00	
CADD Designer	65	130.00	8,450.00	
Clerical/Admin	101	80.00	8,080.00	
Subtotal Schedule III Services	712			\$123,928.00
TOTAL DIRECT LABOR				\$123,928.00

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

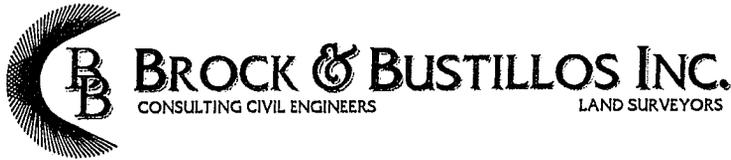
2. DIRECT EXPENSE

SCHEDULE III SERVICES (Construction Services)			
Travel, Lodging, Per Diem, Vehicle Rental		8,790.00	
Expense Allocation - 5.8%		7,187.82	
Computer Costs			
Subtotal Schedule III Services			\$15,977.82
	Five (5%) Markup		\$798.89
TOTAL DIRECT EXPENSES:			\$16,776.72

3. SUBCONSULTANTS SERVICES

SCHEDULE III SERVICES (Construction Services)			
Brock and Bustillos Final Survey		53,806.04	
CEA Engineering Group		22,333.00	
Subtotal Schedule III Services			\$76,139.04
	Five (5%) Markup		\$3,806.95
TOTAL SUBCONSULTANT SERVICES:			\$79,945.99

TOTAL ENGINEERING FEE: \$220,650.71



ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.
Survey Manager

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

August 07, 2013

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

Via E-Mail: Mike.Norby@kimley-horn.com

Attn: Mr. Michael Norby, P.E.

Re: Airport Layout Plan (ALP) FAA Surveying Services for As-built of EPIA Mill & Replace Runway 8L-26R, Taxiway "U", "V", & New Parallel Taxiway Project being a portion of Section 33, Block 80, Township 2, Texas and Pacific Railway Company Survey - *Construction Services*
Proposal No. 2013-0806

Dear Mr. Norby:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the above referenced project. The following is our proposed Scope of Work.

SCOPE OF WORK NO. 1:

- .01 Go through security background/badging application process.
- .02 Provide a Survey and Quality Control Plan AC-150/5300-16/17/18
- .03 Establish or validate Airport Geodetic Control AC-150/5300-16
- .04 Perform, document and report the tie to National Spatial Reference System (NSRS) AC-150/5300-16
- .05 Survey runway end(s)/threshold(s) AC-150/5300-18
- .06 Monument runway end(s)/threshold(s) AC-150/5300-18
- .07 Document runway end(s)/threshold(s) AC-150/5300-18
- .08 Identify and survey any displaced threshold(s) AC-150/5300-18
- .09 Monument displaced threshold(s) AC-150/5300-18
- .10 Document displaced threshold(s) AC-150/5300-18
- .11 Determine or validate runway length AC-150/5300-18
- .12 Determine or validate runway width AC-150/5300-18
- .13 Determine runway profile using 50 foot stations AC-150/5300-18
- .14 Determine runway profile using 10 foot stations AC-150/5300-18
- .15 Determine the touchdown zone elevation (TDZE) AC-150/5300-18
- .16 Determine and document the intersection point of all specially prepared hard surface (SPHS) runways AC-150/5300-18
- .17 Determine and document the horizontal extents of any Stopways AC-150/5300-18
- .18 Determine any Stopway profiles AC-150/5300-18
- .19 Determine if the runway has an associated clearway AC-150/5300-18
- .20 Survey clearways to determine objects penetrating the slope AC-150/5300-18
- .21 Determine and document the taxiway intersection to threshold distance AC-150/5300-18
- .22 Determine runway true azimuth AC-150/5300-18
- .23 Determine or validate and document the position of navigational aids AC-150/5300-18
- .24 Determine or validate and document the position of runway abeam points of navigational aids AC-150/5300-18
- .25 Determine potential navigational aid screening objects AC-150/5300-18
- .26 Collect and document VOR receiver checkpoint location and associated data AC-150/5300-18
- .27 Perform or validate and document an airport airspace analysis AC-150/5300-18 (by others)
- .28 Collect and document helicopter touchdown lift off area (TLOF) AC-150/5300-18
- .29 Collect and document helicopter final approach and takeoff area (FATO) AC-150/5300-18
- .30 Collect or validate and document airport planimetric data AC-150/5300-18
- .31 Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport) AC-150/5300-18
- .32 Perform or validate a topographic survey AC-150/5300-18
- .33 Collect and document runway and taxiway lighting AC-150/5300-18

Kimley Horn and Associates, Inc.
Attn: Mr. Mike Norby, P.E.
As-built of EPIA Runway 8L-26T Reconstruction Project
Surveying & Coordination Services
Proposal No. 2013-0806
August 07, 2013
Page 2 of 3

- .34 Collect and document parking stand coordinates AC-150/5300-18
- .35 Collect cultural and natural features of landmark value AC-150/5300-18 (by others)
- .36 Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended AC-150/5300-18 (by others)
- .37 Determine all Land Use to 65 DNL contour AC-150/5300-18 (by others)
- .38 Document features requiring digital photographs AC-150/5300-18
- .39 Document features requiring sketches AC-150/5300-18
- .40 Collect position and type of runway markings AC-150/5300-18
- .41 Collect position and type taxiway markings AC-150/5300-18
- .42 Locate, collect and documents photo ID points AC-150/5300-17
- .43 Identify, collect, and document wetlands or environmentally sensitive areas AC-150/5300-18 (by others)
- .44 Collect imagery AC-150/5300-17 (by others)
- .45 Provide a final Project Report AC-150/5300-16/18

SCOPE OF WORK NO. 2:

- .01 Address all comments from FAA pertaining to the Airport Layout Plan.

EXEMPTIONS:

The above Scope of Work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; easement descriptions; soils investigation and testing; civil engineering improvement plans; environmental reports; construction staking; storm water pollution prevention plan implementation and monitoring; application fees; permit fees and any other item not specifically listed in the above Scope of Work.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum price of **\$53,807.00** for the above Scope of Work No. 1 and No. 2, to be billed on a progressive monthly basis. Terms of payment and charges for additional work will be done in accordance with the City's Master Contract Conditions.

TERMINATION AGREEMENT:

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

ACCEPTANCE:

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

Sincerely,

BROCK & BUSTILLOS INC.

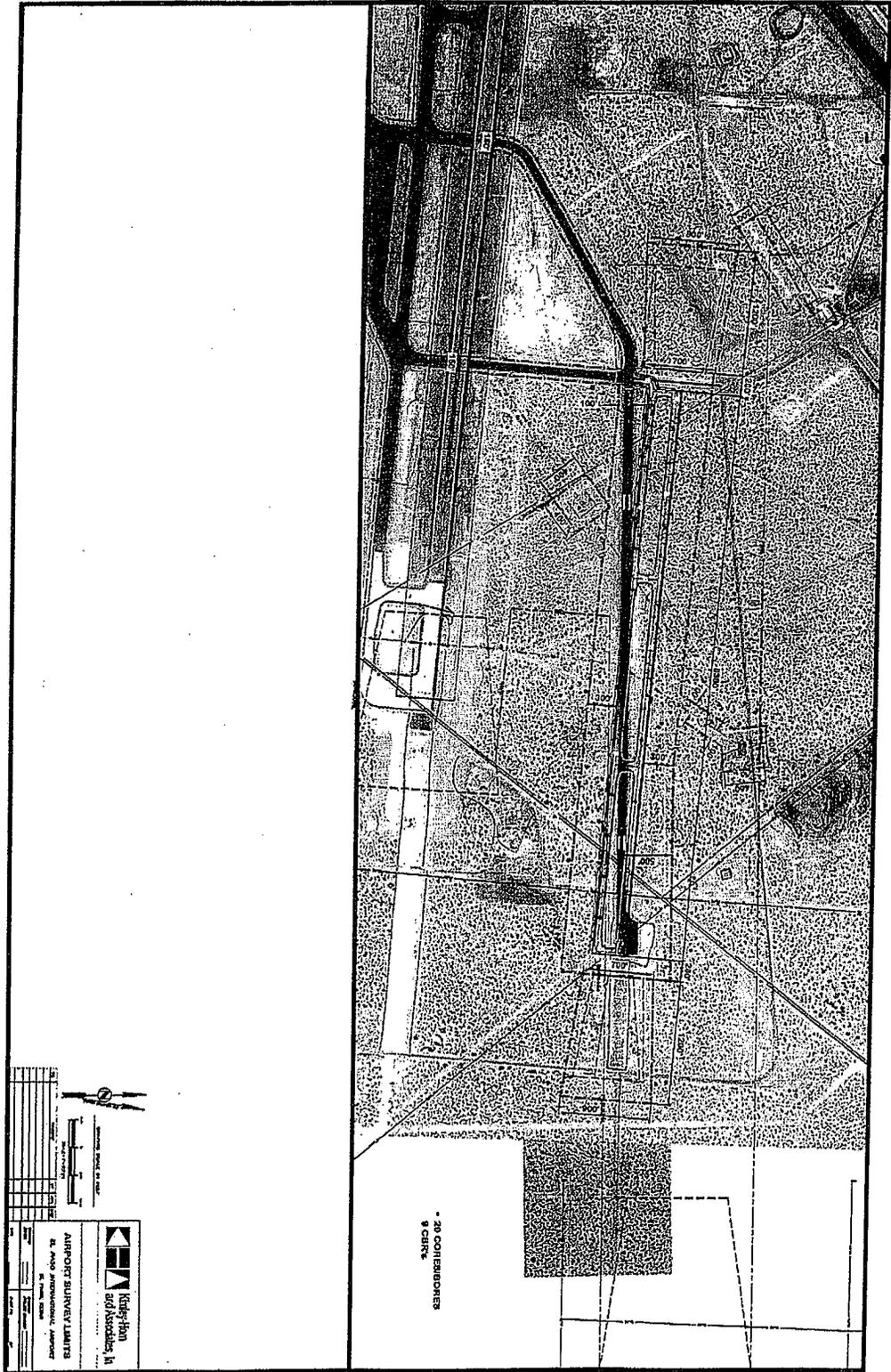


Aaron Alvarado, R.P.L.S.
Vice President – Surveying

Attachment: (1) Exhibit A – Airfield Survey Limits

Kimley Horn and Associates, Inc.
Attn: Mr. Mike Norby, P.E.
As-built of EPIA Runway 8L-26T Reconstruction Project
Surveying & Coordination Services
Proposal No. 2013-0806
August 07, 2013
Page 3 of 3

EXHIBIT A – Airfield Survey Limits



**EXHIBIT C
BROCK & BUSTILLOS INC.
PROJECT BUDGET SHEET**

PROJECT NAME:		Airport Layout Plan (ALP) FAA Surveying Services for AS-Built of EPIA with	
JOB NUMBER:		Survey 2013-0806	
DATE:		August 13, 2013	
FEE TYPE:		Lump Sum	
PREPARED BY:		Aaron Alvarado, RPLS	
PROJECT MGR:		Aaron Alvarado, RPLS	
DESIGN PHASE			
B&B ENG LABOR:	\$	-	
B&B SURV LABOR:	\$	50,215.84	
SUB-CONSULTANTS:	\$	-	
	DESIGN FEE:	\$	50,215.84
BID PHASE			
B&B BID PHASE LABOR:	\$	-	
BID PHASE SUB-CONSULTANTS:	\$	-	
	BID PHASE FEE:	\$	-
CONSTRUCTION PHASE			
B&B CONSTRUCTION (TIME & MATERIAL):	\$	-	
CONSTRUCTION LABOR - SUBS (TIME & MATERIAL):	\$	-	
	CONSTRUCTION FEE:	\$	-
DIRECT EXPENSES:	\$	3,263.82	
DIRECT COSTS MARKUP:	10% \$	326.38	
CONSULTANT MARKUP:	5% \$	-	
	OTHER DIRECT COSTS:	\$	3,590.20

TOTAL CONTRACT AMOUNT \$ 53,806.04

EXHIBIT "C" - PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.

PROJECT NAME:

Airport Layout Plan (ALP) FAA Surveying Services for As-built of EPIA Mill & Replace Runway 8L-26R, Taxiway 'B/13/2013

	SENIOR ENGINEER Randy P. Brock, P.E.	PROJECT MANAGER Sergio J. Adame, P.E.	PROJECT ENGR Sergio J. Adame, P.E. Roman Bustillos, P.E.	SENIOR RPLS Isaac Camacho, RPLS	SURVEY CREW	SURVEYING CADD Jorge Marroquin	ADMIN Karina Martinez	TOTAL HOURS
	\$ 178.60	\$ 124.48	\$ 102.83	\$ 140.72	\$ 124.24	\$ 88.00	\$ 57.12	
Task 01: Scope of Work (Noz)								
Go through security background/badging application process.								
Provide a Survey and Quality Control Plan AC-150/5300-16/17/18					1.0	1.0	1.0	4.0
Establish or validate Airport Geodetic Control AC-150/5300-16					6.0	2.0	1.0	15.0
Perform, document and report the tie to National Spatial Reference System (NSRS) AC-150/5300-16					6.0	4.0	6.0	17.0
Survey runway end(s) threshold(s) AC-150/5300-18					6.0	2.0	1.0	15.0
Monument runway end(s) threshold(s) AC-150/5300-18					2.0	2.0	1.0	7.0
Document runway end(s) threshold(s) AC-150/5300-18					4.0	2.0	1.0	11.0
Identify and survey any displaced threshold(s) AC-150/5300-18					2.0	2.0	1.0	9.0
Monument displaced threshold(s) AC-150/5300-18					2.0	4.0	1.0	7.0
Document displaced threshold(s) AC-150/5300-18					2.0	2.0	1.0	9.0
Determine or validate runway length AC-150/5300-18					1.0	2.0	1.0	7.0
Determine or validate runway width AC-150/5300-18					1.0	2.0	1.0	5.0
Determine runway profile using 50 foot stations AC-150/5300-18					1.0	24.0	1.0	27.0
Determine runway profile using 10 foot stations AC-150/5300-18					2.0	24.0	2.0	28.0
Determine the touchdown zone elevation (TDZE) AC-150/5300-18					1.0	2.0	1.0	5.0
Determine and document the intersection point of an specially prepared hard surface (SPHS) runways AC-150/5300-18					1.0	2.0	1.0	5.0
Determine and document the horizontal extents of any Stopways AC-150/5300-18					1.0	2.0	1.0	5.0
Determine any Stopway profiles AC-150/5300-18					1.0	2.0	1.0	5.0
Determine if the runway has an associated clearway AC-150/5300-18					1.0	4.0	1.0	7.0
Survey clearways to determine objects penetrating the slope AC-150/5300-18					2.0	4.0	2.0	9.0
Determine and document the taxiway intersection to threshold distance AC-150/5300-18					2.0	4.0	2.0	9.0
Determine runway true azimuth AC-150/5300-18					3.0	2.0	3.0	8.5
Determine or validate and document the position of navigational aids AC-150/5300-18					2.0	2.0	2.0	6.5
AC-150/5300-18					3.0	2.0	3.0	8.5
Determine potential navigational aid screening objects AC-150/5300-18					2.0	2.0	2.0	6.5
Collect and document VOR receiver checkpoint location and associated data AC-150/5300-18					1.0	2.0	1.0	4.5
Perform or validate and document an airport airspace analysis AC-150/5300-18 (by others)					2.0	2.0	2.0	6.5
Collect and document helicopter touchdown lift off area (TLOF) AC-150/5300-18					1.0	2.0	1.0	4.5
Collect and document helicopter final approach and takeoff area (FAO) AC-150/5300-18					1.0	2.0	1.0	4.5
Collect or validate and document airport planimetric data AC-150/5300-18					1.0	2.0	1.0	4.5
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport) AC-150/5300-18					1.0	2.0	1.0	4.5
Perform or validate a topographic survey AC-150/5300-18					1.0	5.0	1.0	7.5
Collect and document runway and taxiway lighting AC-150/5300-18					2.0	2.0	2.0	7.0
Collect and document parking stand coordinates AC-150/5300-18					1.0	2.0	1.0	5.0
Collect cultural and natural features of landmark value AC-150/5300-18 (by others)					1.0	2.0	1.0	5.0
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended AC-150/5300-18 (by others)					1.0	2.0	1.0	5.0
Determine all Land Use to 65 DNL contour AC-150/5300-18 (by others)								0.0
Document features requiring digital photographs AC-150/5300-18								0.0
Document features requiring sketches AC-150/5300-18					1.0	8.0	1.0	11.0
Collect position and type of runway markings AC-150/5300-18					1.0	8.0	1.5	11.5
Collect position and type taxiway markings AC-150/5300-18					1.0	2.0	1.0	4.5
Locate, collect and document photo ID points AC-150/5300-17					1.0	2.0	1.0	4.5
Identify, collect, and document wetlands or environmentally sensitive areas AC-150/5300-18 (by others)					3.0	8.0	3.0	15.0
Collect imagery AC-150/5300-17 (by others)								0.0
Provide a final Project Report AC-150/5300-16/17/18								0.0
Sub-Total Hours - Task 01	0.0	0.0	0.0	8.0	4.0	8.0	2.0	22.0
Sub-Total Hours - Preliminary Design Phase	0.0	0.0	0.0	80.0	160.0	80.0	24.0	354.5
Sub-Total Labor Cost - Preliminary Design Phase	\$0.00	\$0.00	\$0.00	\$11,257.60	\$19,878.40	\$7,088.00	\$1,942.08	\$40,162.08
Task 02: Scope of Work (Noz)								
Address all comments from utility locating contractor pertaining to the topographic and utility base-map.								
Sub-Total Hours - Task 02	0.0	0.0	0.0	32.0	24.0	24.0	8.0	88.0
Sub-Total Hours - Pre Final Design Phase	0.0	0.0	0.0	32.0	24.0	24.0	8.0	88.0
Sub-Total Labor Cost - Pre Final Design Phase	\$0.00	\$0.00	\$0.00	\$4,503.04	\$2,981.76	\$2,112.00	\$456.96	\$10,053.76
TOTAL DESIGN HOURS	0.0	0.0	0.0	112.0	184.0	104.5	42.0	442.5
TOTAL CONSTRUCTION HOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL PROJECT HOURS	0.0	0.0	0.0	112.0	184.0	104.5	42.0	442.5
TOTAL DESIGN LABOR COST	\$ -	\$ -	\$ -	\$ 15,760.64	\$ 22,860.16	\$ 9,196.00	\$ 2,399.04	\$ 50,215.84
TOTAL CONSTRUCTION LABOR COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT LABOR COST	\$ -	\$ -	\$ -	\$ 15,760.64	\$ 22,860.16	\$ 9,196.00	\$ 2,399.04	\$ 50,215.84

\$50,215.84

**EXHIBIT C
PROJECT BUDGET SHEET-DETAIL
Brock & Bustillos Inc.**

PROJECT NAME: Airport Layout Plan (ALP) FAA Surveying Services for As-built of EPIA Mill & Replace Runway 8L-26R, Taxiway "U", "V", & New Paralle
Engr's Project #: 2013-0806 8/13/2013

DETAILED SURVEY COSTS

<u>Supplies (Surveying)</u>		<u>Number</u>			<u>\$/Item</u>	<u>Cost</u>		
	Stakes	-	each		-	\$ -		
	Nails	50	each		0.08	\$ 4.13		
	Flagging	200	LF		0.01	\$ 1.82		
	Whiskers	-	each		0.15	\$ -		
	Rebar	15	each		0.33	\$ 4.95		
	Caps	15	each		0.45	\$ 6.75		
	Paint-Pink	5	cans		5.00	\$ 25.00		
	Paint-Orange	-			5.00	\$ -		
	Paint-Yellow	-			5.00	\$ -		
	Paint-White	-			5.00	\$ -		
	Paint-Blue	-			5.00	\$ -		
	Paint-Green	-			5.00	\$ -		
	Pipe	-			-	\$ -		
	Concrete Sack	-			-	\$ -		
	Panel Marker	-			-	\$ -		
	Ribbon	-			-	\$ -		
	4" Hubs	-			0.30	\$ -		
	6" Hubs	-			0.37	\$ -		
	Lathes-Reg	50			0.34	\$ 17.05		
	Lathes-Heavy Duty	-			0.45	\$ -	\$	59.69
Transportation for Services								
		<u>Mi./Pd.</u>	<u>Days</u>	<u>Qty.</u>	<u>SubTotal</u>	<u>\$/mile</u>	<u>Cost</u>	
	Local Mileage - POVs	25	15	1	375	0.56	\$ 208.13	
	Local Mileage - Survey Vehicle(s)	50	23	1	1150	0.75	\$ 862.50	
	Local Mileage - RPR	0	0	0	0	0.50	\$ -	\$ 1,070.63
Communications								
		<u>Items/Pd.</u>	<u>Wks.</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>	
	Postage	0	0	0	0	0.44	\$ -	
	Telephone and Radio	1	4.6	1	4.6	35.00	\$ 161.00	
	Priority Mail	0	0	0	0	17.50	\$ -	\$ 161.00
Miscellaneous								
		<u>Number</u>	<u>Days</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>	
	Safety equipment, monitoring, enforcement	0	0	0	0	75.00	\$ -	
	Title Commitment	0	0	0	0	-	\$ -	
	Traffic Control	0	0	0	0	75.00	\$ -	\$ -
GPS Equip., Photos, Boards, etc.								
		<u>Number</u>	<u>Days</u>	<u>Each</u>	<u>SubTotal</u>	<u>\$/Item</u>	<u>Cost</u>	
	Additional GPS Equipment	1	15	1	15	25.00	\$ 375.00	
	GPS Network Usage	1	23	1	23	25.00	\$ 575.00	
	OPUS Calibration	1	2	1	2	350.00	\$ 700.00	
	Ground Penetrating Radar	0	0	0	0	-	\$ -	
	Ground Penetrating Radar Interpretation	0	0	0	0	-	\$ -	
	Poster Boards for Public Presentations	0	0	0	0	-	\$ -	
	Digital Project Photos	25	10	1	250	0.33	\$ 82.50	\$ 1,732.50
Subtotal Direct Costs							\$	3,023.82

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

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

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

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

RESIDENT PROJECT SERVICES

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL 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 endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "RECONSTRUCTION OF RUNWAY 8L-26R, TAXIWAY "U", "V", NEW PARALLEL TAXIWAY", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **One Million One Hundred Seventy Seven Thousand Forty Two and 46/100 DOLLARS (\$1,177,042.46)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Fixed fee Payment to Consultant

Report Phase	\$ N/A
Preliminary Design Phase	\$697,927.90
Pre-Final Design Phase	\$182,939.60
Final Design Phase	\$ 75,524.25
Bidding Phase	\$ 55,973.00
Construction Phase	\$164,677.71

Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

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

DELIVERABLE SCHEDULE

REPORT PHASE -N/A

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

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **six copies** of any required documents and opinion of probable construction costs shall be submitted within **90**

Matter 13-1004-378 PL # 213987

Prof Svc Agreement

Reconstruction of Runway 8L-26R, Taxiway U, V and New Parallel Taxiway

Kimley-Horn and Associates, Inc.

COSB

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

consecutive calendar days following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **six copies** the required documents and services shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **six copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **45 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **five copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **10 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **three copies** of all addenda to the Owner for appropriate action within **3 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola PHONE (A/C No. Ext): (770) 552-4225 FAX (A/C No.): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B Commerce & Industry Insurance</td> <td>19410</td> </tr> <tr> <td>INSURER C New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A National Union Fire Ins. Co.	19445	INSURER B Commerce & Industry Insurance	19410	INSURER C New Hampshire Insurance Company	23841	INSURER D Lexington Insurance Company	19437	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 13-14 (Kimley LuAnn) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	GENERAL LIABILITY			GL 9645227	4/1/2013	4/1/2014	EACH OCCURRENCE	\$ 1,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 25,000				
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY	\$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000			
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000				
A	AUTOMOBILE LIABILITY			CA 4982985	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$				
								\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BE 016395110	4/1/2013	4/1/2014	EACH OCCURRENCE	\$ 5,000,000				
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 018112556	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
D	Professional Liability			016017332	12/1/2012	4/1/2014	Per Claim	\$2,000,000				
							Aggregate	\$2,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: MAN-EPIA Runway 8L 26R. The City of El Paso is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder named below.

CERTIFICATE HOLDER
CANCELLATION

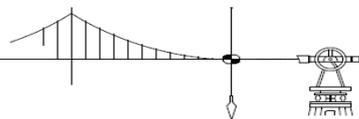
The City of El Paso City Manager/City Engineer 2 Civic Center Plaza El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Collings/JERRY <i>David H. Collings</i>
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EPIA Reconstruction of Runway 8L-26R, Taxiway “U”, “V” and New Parallel Taxiway



- The project is intended to reconstruct Runway 8L-26R, Taxiway “U” and “V” and construct a new parallel Taxiway and Connectors in accordance with FAA standards.
- Funding Source: FAA Airport Improvement Program (90%)
EPIA Enterprise Funds (10%)
- Contract Value: \$1,177,042.46





Scope:

- The consultant shall provide the reimbursable agreement with the FAA, geotechnical investigation, survey as well as develop the construction drawings and specifications.
- The design shall meet engineering standards and all applicable local, state and federal codes and requirements as well as Federal Aviation Administration requirements.
- Furthermore, the consultant shall prepare an Engineer Design Report, Airport Construction Safety Plan, Cost Benefit Analysis and estimates of Opinion of Probable Construction Costs.



Consultant's Information

Kimley-Horn and Associates

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

Request for Qualifications (RFQ) were sent to all pre-qualified firms. Four firms submitted statements of qualification.



Questions/Comments