

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

DEPARTMENT: Engineering Department
AGENDA DATE: October 16, 2007
CONTACT PERSON/PHONE: Sam Rodriguez, P.E., Engineering Department, Ext. No. 4023
DISTRICT(S) AFFECTED: 2
PROJECT NAME/SOLICITATION NO. Reconstruction of Taxiway J and Taxiway M

SUBJECT:

Discussion and action authorizing the City Manager to sign a Professional Services Agreement between the **CITY OF EL PASO** and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation, to perform consulting services for a project known as **“Reconstruction of Taxiway J and Taxiway M”** in an amount not to exceed **Six Hundred Twenty-Eight Thousand Eighty-Three and 34/100 Dollars (\$628,083.34)**.

BACKGROUND / DISCUSSION:

Because the existing conditions of Taxiway J (8860 feet) and Taxiway M (690 feet) are that of deterioration and sectional failures, the consultant shall provide pavement evaluations; geotechnical investigation; survey; conduct various pre-design evaluations, geometrical, pavement evaluation/design, drainage and airfield lighting adjustment; development of construction phasing plans; drawings, specifications, bid documents and an opinion of probable costs. The design shall meet all Federal Aviation Administration requirements, engineering standards and all applicable local, state and federal codes and requirements.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

The project is funded by the following project account:

| | |
|----------------|--|
| Funding Source | FAA AIP Grants & Airport Enterprise Fund |
| Project No. | G620AIP0025 |
| Department ID | 62620031 |
| Fund No. | 11514 |
| Account No. | 508016 |

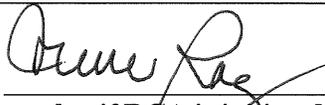
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BOARD / COMMISSION ACTION:

N/A

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

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

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

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation, to perform consulting services for a project known as **“RECONSTRUCTION OF TAXIWAY J AND TAXIWAY M”** in an amount not to exceed **SIX HUNDRED TWENTY EIGHT THOUSAND, EIGHTY THREE AND 34/100 (\$628,083.34)**.

ADOPTED this _____ day of _____, **2007**.

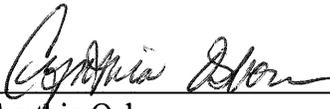
THE CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

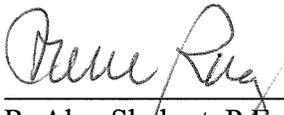
Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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

THE STATE OF TEXAS) CITY CLERK DEPT.
)
 COUNTY OF EL PASO) 07 OCT -9 PM 2:06 AN AGREEMENT FOR
) PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2007 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and 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 TAXIWAY J AND TAXIWAY M," hereinafter referred to as the "Project", as further described in Attachment "A"; and

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

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

**ARTICLE I.
ATTACHMENTS**

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

| | |
|----------------|--|
| Attachment "A" | Scope of Services and Project Budget |
| Attachment "B" | Consultant's Fee Proposal and Hourly Rates |
| Attachment "C" | Consultant's Basic and Additional Services |
| Attachment "D" | Payment and Deliverable Schedules |
| Attachment "E" | Insurance Certificates |

**ARTICLE II.
PROJECT**

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

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

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

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

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

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **SIX HUNDRED TWENTY EIGHT THOUSAND, EIGHTY THREE AND 34/100 DOLLARS (\$628,083.34)**, for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 **CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by prior written amendment to this Agreement, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"**. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

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

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced 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

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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 **EIGHT MILLION, ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$8,150,000.00)** 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 Owner from the Consultant is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

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5.1 INSURANCE. The Consultant shall not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

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

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5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or

officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

"The insurance covered by this certificate will not be canceled or materially altered, except after **thirty (30) consecutive calendar days** written notice of intent to cancel or materially alter said insurance has been provided to the City of El Paso."

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

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or

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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.

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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 11% 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

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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.

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

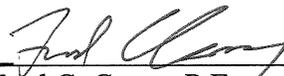
WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson, City Manager

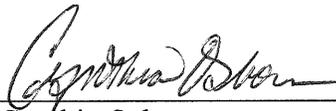
CONSULTANT:

Kimely-Horn and Associates, Inc.



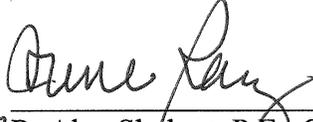
Fred C. Corey, P.E.
Principal Associate, Sr. Vice President

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgements on following page)

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ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

Arizona
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §
Maricopa

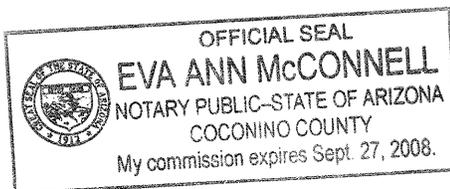
This instrument was acknowledged before me on this 8th day of October, 2007,
by, **Fred C. Corey, P.E. as Principal Associate, Sr. Vice President of Kimley-Horn and Associates, Inc.**

Eva Ann McConnell

Notary Public, State of Texas
Arizona

My commission expires:

9-27-2008



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SCOPE OF WORK**RECONSTRUCTION OF TAXIWAY "J" FROM RUNWAY 8R-26L TO TAXIWAY K1
AND TAXIWAY M FROM RUNWAY 4-22 TO TAXIWAY J**

for
**EL PASO INTERNATIONAL AIRPORT
 CITY OF EL PASO
 ENGINEERING DEPARTMENT**

September 21, 2007

GENERAL DESCRIPTION OF PROJECT

The City of El Paso (City) and El Paso International Airport (EPIA) requires consulting and engineering services for pavement reconstruction of Taxiway J (8860 feet by 75 feet) and Taxiway M (690 feet by 75 feet). This project includes the mill and replacement of asphalt of the shoulders for both Taxiways. These services include *pre-design investigations* including survey, geotechnical investigations and environmental emissions evaluations for the construction portion of this project, *preliminary design and final design*. In addition, this project will include *design construction administration* which will include the bidding phase, notice of award, weekly visits to the site and partial work during the week to answer any questions or comments that arise in the field. See Figure 1 for the location and limits as outlined in the pre-proposal meeting.

Definitions:

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

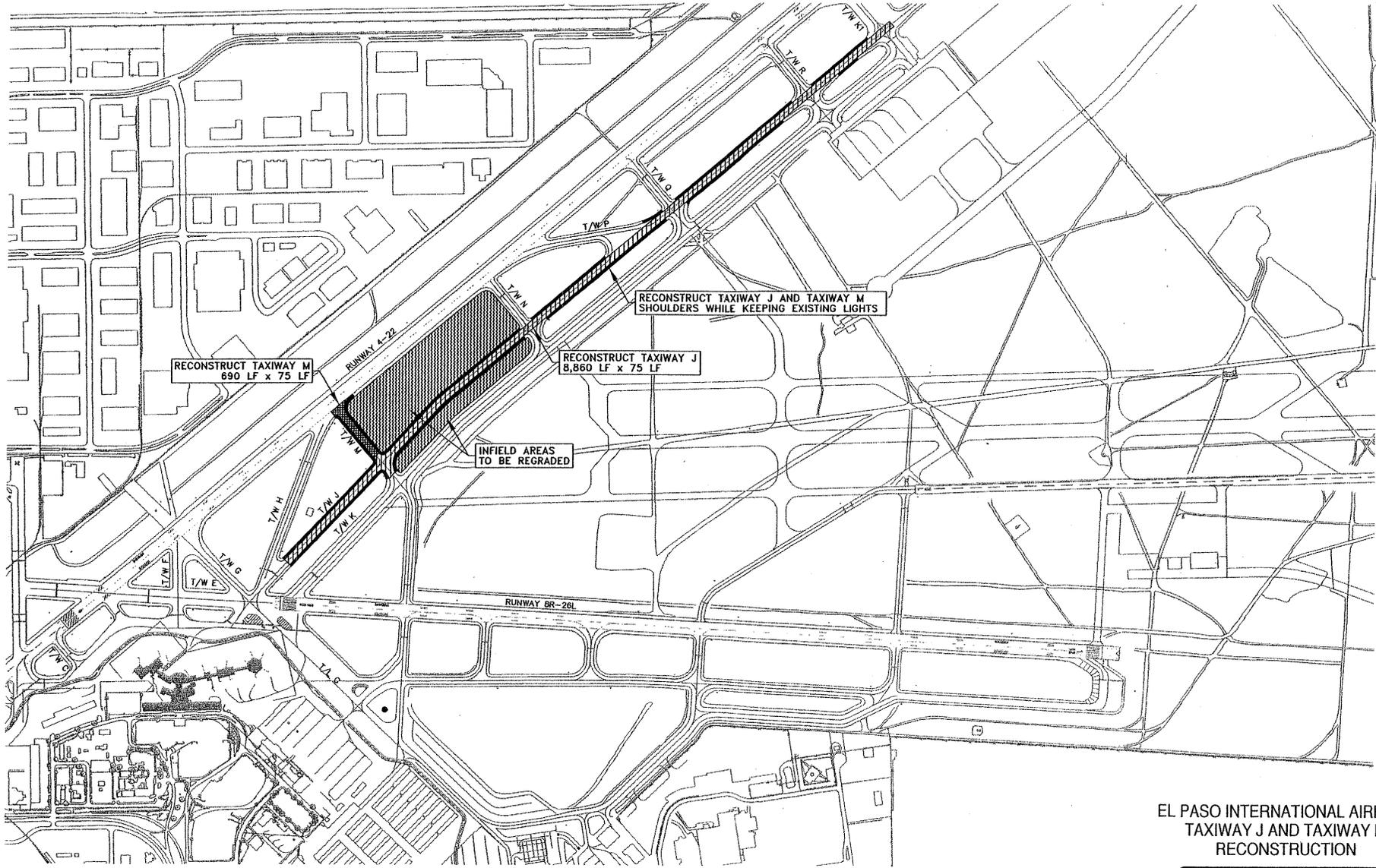
Consultant: Kimley-Horn and Associates, Inc. (KHA) – Project Manager and Overall Civil Design

Sub-Consultants: Brock and Bustillos Inc. – Initial investigations, Survey, Coordination, Administration
 CEA Engineering Group – Civil Design, Drainage, Storm Water Pollution Prevention Plan, Coordination
 Licon Engineering Co. – Geotechnical
 Roy D. McQueen and Associates, Inc. – Pavement Evaluation, Design, Construction Support
 GW² – Air Emissions Study

GENERAL SCOPE OF SERVICES

The Kimley-Horn team will provide pavement evaluation; 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; development of construction phasing plans; drawings, specifications, and bid documents for a single base bid package of Taxiway J. Alternative bids for Taxiway M, Taxiway J constructed with PCCP pavement, and Taxiway M constructed with PCCP pavement will also be included in this bid package. Additional work items that will be included are: Engineer' Design Report, estimate of Opinion of Probable Construction Costs and related engineering services such as meetings and coordination with the City of El Paso, The FAA, consultants working on other design projects in the project vicinity, the airlines and tenants.

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EL PASO INTERNATIONAL AIRPORT
 TAXIWAY J AND TAXIWAY M
 RECONSTRUCTION



Kimley-Horn
 and Associates, Inc.

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It is understood that this project is on a fast track with a complete duration of 45 days. During our Kick-off Meeting held on August 30, 2007, it was discussed that the team, the City, and the Airport would hold weekly progress meetings instead of formal submittals in order to speed up the review process and ensure that the project remains on schedule (45 days). These meetings will begin at the end of the second week and continue until the advertisement of the project. Please see the attached schedule for this project.

The major items associated with the project include:

- The reconstruction of the existing bituminous Taxiway J with AC or PCCP pavement.
- The reconstruction of the existing bituminous Taxiway M with AC or PCCP pavement.
- Mill and replace the AC shoulders associated with these Taxiways. The existing lighting is designated to remain in place and the plans and specifications will depict this.
- An Air Emission Study to provide the FAA with the required documentation for the construction equipment and emissions from that equipment.
- The identification and location of the known and unknown existing and abandoned utilities within the project location by as-built documentation and physical field verification. Plans to remove and/or relocate these utilities will be coordinated with the utility companies if necessary.
- The adjustment to the existing lighting along the Taxiway shoulders. These items may need to be raised or lowered depending on the design grades of the shoulders. Plans will be included for these adjustments.
- Evaluations and recommendations for Taxiway J and Taxiway M pavement structural sections through the use of destructive and previous non-destructive testing. The results of these tests will be evaluated within the LEDFAA pavement design method along with conventional methods to determine the required pavement structural section for these taxiways based on the design aircraft and project operations. The pavement design will include both Asphalt Concrete (AC) pavement and Portland Cement Concrete Pavement (PCCP) for use as a bid alternate.
- Detailed phasing plans that will include the limits of each phase, phase duration, times of construction, haul routes, access gates, staging areas, quantities and temporary markings for aircraft to follow during construction.
- Phasing meetings will be held with the airlines to discuss the potential delays and re-routing of aircraft due to the construction activities. It is anticipated that two meetings will be held during design and prior to the bidding of this project.

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

SPECIFIC SCOPE OF SERVICES

The Consultant will provide consulting and engineering services for the administrative coordination, pre-design, preliminary design, final design, bidding, and construction services for the Reconstruction of Taxiway J and Taxiway M including shoulders as follows: specific description of our sub-consultant's scope of work are included in this proposal. The sub-consultants that will be associated with project

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include: Roy D. McQueen and Associates (DBE), Brock and Bustillos Inc., CEA Engineering Group (DBE), Licon Engineering Company (DBE) and GW² Engineering, Inc.

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

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

ADMINISTRATIVE SERVICES

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

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

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

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

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

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

Invoicing – Kimley-Horn will be responsible for the development of invoicing schedule, communication with sub-consultants, collection of sub-consultant/supplier invoices, 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) (Two weeks)

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

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

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

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

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

Review geotechnical reports and construction records as available.

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

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

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

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

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

Two additional infield areas will be analyzed to determine the size of basins required to retain the runoff within those areas. Currently, both areas are graded such that the water ponds adjacent to Taxiway M and onto the Taxiway. 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.

1.3 Pre-Design Topographic Surveys

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

Topographic field surveys will be gathered for the Taxiway J, Taxiway M and infield locations and elevations of existing ground, edge of pavement, edge lighting, signage, visible manholes, handholes, duct markers, drainage inlets, utilities, and other identifiable features will be located. Field surveys will establish the survey control for the project layout.

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

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Assumptions:

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

Deliverables:

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

1.4 Geotechnical Services

A subsurface exploration will be performed for this project with borings and corings to depths of 10 feet or auger refusal. The soil strata will be logged, soils will be visually classified, and both loose and basically undisturbed samples will be taken for laboratory testing. Borings taken through existing pavements and will be patched with cold mix asphalt concrete material as required by the airport.

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

Assumptions:

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

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

Deliverables:

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

- 1.5 Pre-Design Report/Meeting** – We will summarize preliminary investigations and pavement section alternatives for major project items at the first review meeting. Our team will also identify potential alternative bid limits, all the initial concepts, initial phasing and estimated construction duration.
- 1.6 Schematic Drawings (five copies)** – We will provide schematic drawings showing the reconstruction projects and the alternative bid locations. The drawings will serve as a working planning document for the first design meeting. Additional copies will be distributed for further review by the City and Airport. These will include initial phasing documents to discuss with the airport and preliminary Storm Water Pollution Prevention Plans.
- 1.7 Air Emissions Report (five copies)** – The KHA team will provide an Air Emission Study in accordance with the FAA policies. This report will be consistent with previously submitted reports that this team has completed. A draft submittal will be completed prior to the beginning of this project. Any comments and any changes to quantities will be addressed accordingly to the FAA.

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

Deliverables:

Schedules, weekly progress reports and minutes.

2.0 SCHEDULE II SERVICES (DESIGN SERVICES)

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

- 2.1 Prepare Final Construction Plans (weekly submittals and 100% submittals) based on review comments received from the City, EPIA, Airlines and the FAA during and following the weekly design meetings. No formal review time is assumed for this project. All review will be done during the weekly meetings and in the first three days following. This then should be communicated with the Engineer and the City as soon as possible.
- 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 (weekly and 100% submittals) incorporating FAA assurances, general conditions, special conditions, and technical specifications according to FAA’s Advisory Circular AC 150/5370-10A, Standards for Specifying Construction of Airports. Review comments received from the City, EPIA, and the FAA during and following the weekly meetings shall be incorporated into the weekly and 100% submittals.
- 2.4 Prepare final construction quantities and estimates of Opinion of Probable Cost at the weekly and 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 100% submittal that will identify the design processes for major project items with references to FAA standards.

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

- 2.6 Construction Plans – We anticipate that these projects will be bid in one base bid package with three alternate bids and several phases to the project. We anticipate 75 plan 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 outlined on page 8.

Description

- Cover Sheet (1)
- Sheet Index and Abbreviations (2)

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General Notes and Summary of Bid Quantities (2)
 Project Layout Plan – Contractor Staging Area (1)
 Horizontal and Vertical Control (2)
 Storm Water Pollution Prevention Plan (4) (Estimated)
 Demolition Plan (7)
 Construction Phasing and Barricade Plan and Details (4)
 Typical Sections (2)
 Geometric Layout Plans (7)
 Grading and Drainage Plans (3)
 Paving Plan and Profile Sheets (Vertical Control) (14)
 Paving Joint Layout Plans and Elevations Including Details (9)
 Paving Marking Plans and Details (8)
 Electrical Can Adjustment and Details (2)
 Utility Adjustments and Details (4)

Assumptions:

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

Deliverables:

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.

Plans and Specifications (weekly and 100% submittals), Engineer's Design Report (Final), Specifications, and Opinion of Probable Costs (weekly and 100% submittals) (ten copies). An additional set will be sent to the FAA ADO at the 100% submittal levels.

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

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

Final Engineer's Design Report (five copies).

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

2.7 Quality Control Services

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

2.8 Bidding Phase

- 2.8.1 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.

- 2.8.2 **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.
- 2.8.3 **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.

Deliverables:

Pre-Bid Meeting record
 Addenda (if required)

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3.0 SCHEDULE III SERVICES (CONSTRUCTION SERVICES)

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

observations, the ENGINEER will determine if the Contractor's work is generally proceeding in accordance with the Contract Documents, and the ENGINEER shall keep EPIA informed of the general progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable the ENGINEER to better carry out the duties and responsibilities during the construction phase by EPIA, and, in addition, the by exercise of the ENGINEER'S efforts, to provide EPIA a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. ENGINEER shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor shall the ENGINEER have the authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, or for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's finishing and performing the work. Accordingly, the ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility of any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

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

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- 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.

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- 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.

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ATTACHMENT " B "

El Paso International Airport
 City of El Paso
 Date : September 18, 2007

Kimley - Horn and Associates, Inc.
 Phoenix, Arizona

Reconstruction of Taxiway J and Taxiway M

DERIVATION OF ENGINEERING FEE PROPOSAL
 (Engineering Design Services)

1. DIRECT LABOR

| <u>TASK</u> | <u>DESCRIPTION</u> | <u>MANHOURS</u> | <u>TOTAL *</u> | <u>EXTENDED TOTAL</u> |
|---|--|-----------------|----------------|-----------------------|
| <u>SCHEDULE I SERVICES (PRE-DESIGN SERVICES)</u> | | | | |
| 001 | Project Administration | 170 | 23,354 | |
| 002 | Record's Research | 17 | 2,010 | |
| 003 | Investigations | 57 | 7,656 | |
| 004 | Concept Development | 99 | 13,280 | |
| 005 | Initial Quantities and Cost Estimate | 19 | 2,558 | |
| 006 | Initial Construction Phasing and Staging | 51 | 6,596 | |
| 007 | Pre-Design Meeting | 50 | 5,310 | |
| 008 | Quality Review | 11 | 2,208 | |
| Subtotal Schedule I Labor | | 474 | | \$ 62,972.00 |
| <u>SCHEDULE II SERVICES (DESIGN SERVICES)</u> | | | | |
| 001 | Project Administration | 327 | 42,610 | |
| 002 | Engineer's Design Report | 142 | 16,680 | |
| 003 | Construction Drawings (Weekly and Final Submittal) | 1284 | 151,722 | |
| 004 | Airline information Meeting | 36 | 4,740 | |
| 005 | Final Plans and Specification Submittal | 78 | 9,670 | |
| 006 | Final Airline information Meeting | 18 | 2,500 | |
| 007 | Pre-Bid Assistance | 76 | 10,980 | |
| Subtotal Schedule II Labor | | 1961 | | \$ 238,902.00 |
| TOTAL DIRECT LABOR : | | 2435 | | \$ 301,874.00 |

* Includes Overhead at 182% of Labor Cost and a Profit at 10% of Labor and Overhead

2. DIRECT EXPENSES

| | | | | |
|---|---------------------------|--|-----------|---------------------|
| <u>SCHEDULE I SERVICES (PRE-DESIGN SERVICES)</u> | | | | |
| | Travel & Per-Diem | | 2,066.00 | |
| | Expense Allocation - 5.8% | | 3,652.38 | |
| | Computer Costs | | 840.00 | |
| Subtotal Schedule I Direct Expenses | | | | \$ 6,558.38 |
| <u>SCHEDULE II SERVICES (DESIGN SERVICES)</u> | | | | |
| | Travel & Per-Diem | | 6,288.00 | |
| | Expense Allocation - 5.8% | | 13,856.32 | |
| | Computer Costs | | 6,352.50 | |
| Subtotal Schedule II Direct Expenses | | | | \$ 26,496.82 |
| | Five (5%) Markup | | | \$ 1,652.76 |
| TOTAL DIRECT EXPENSES : | | | | \$ 34,707.95 |

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3. SUBCONSULTANT SERVICES

SCHEDULE I SERVICES (PRE-DESIGN SERVICES)

| | | |
|---|-----------|---------------|
| ROY D. McQUEEN AND ASSOCIATES - Pavement Design | 11,228.03 | |
| GW 2 - Air Emission Study | 2,850.00 | |
| BROCK AND BUSTILLOS - Surveying Services | 72,232.63 | |
| CEA Engineering Group | 12,318.21 | |
| LICON ENGINEERING CO - Geotechnical Services | 30,190.00 | |
| <hr/> | | |
| Subtotal Schedule I Subconsultants | | \$ 128,818.87 |

SCHEDULE II SERVICES (DESIGN SERVICES)

| | | |
|---|------------------|--------------|
| ROY D. McQUEEN AND ASSOCIATES - Pavement Design | 11,228.03 | |
| CEA Engineering Group | 12,318.21 | |
| <hr/> | | |
| Subtotal Schedule II Subconsultants | | \$ 23,546.24 |
| | Five (5%) Markup | \$ 7,618.26 |

TOTAL SUBCONSULTANT SERVICES : \$ 159,983.37

4. ESTIMATE OF REIMBURSABLE EXPENSES

REPRODUCTION OF PLAN AND FINAL BID DOCUMENTS

| | | |
|---|----------|--|
| - 100% Submittal - 3 Sets of Contract Documents & Plans | 742.50 | |
| - Bid Submittal - 30 Sets of Contract Documents & Plans | 7,425.00 | |
| <hr/> | | |

TOTAL REIMBURSABLE EXPENSES : \$ 8,167.50

TOTAL ENGINEERING FEE : \$ 504,732.82

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El Paso International Airport
 City of El Paso
 Date : September 18, 2007

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 | 100 | 10,876 | |
| 002 | Pre-Construction Activities | 53 | 7,816 | |
| 003 | Construction Surveys Coordination | 0 | 0 | |
| 004 | Construction Quality Assurance (QA) Program | 349 | 52,260 | |
| 005 | Post-Construction Administration | 174 | 23,890 | |
| 006 | Quality Control | 51 | 10,016 | |
| Subtotal Schedule III Labor | | 727 | | \$104,858.00 |
| TOTAL DIRECT LABOR | | | | \$104,858.00 |

* Includes Overhead at 186.32% 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 | | 2,560.00 | |
| | Expense Allocation - 5.8% | | 6,081.76 | |
| | Computer Costs | | 2,000.00 | |
| Subtotal Schedule III Direct Expense | | | | \$10,641.76 |
| | | | Five (5%) Markup | \$532.09 |
| TOTAL DIRECT EXPENSES: | | | | \$11,173.85 |

3. SUBCONSULTANTS SERVICES

SCHEDULE III SERVICES (Construction Services)

| | | | | |
|---|-------------------------------|--|-------------------------|---------------------|
| | Roy D. McQueen and Associates | | 6,970.16 | |
| | CEA Engineering Group | | | |
| Subtotal Schedule III Subconsultants | | | | \$6,970.16 |
| | | | Five (5%) Markup | \$348.51 |
| TOTAL SUBCONSULTANT SERVICES: | | | | \$7,318.67 |
| TOTAL ENGINEERING FEE: | | | | \$123,350.52 |

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REQUESTED INFORMATION

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1. Complete Company Name and Status.

Kimley-Horn and Associates, Inc.
Corporate Office Located in Cary, North Carolina
3001 Weston Parkway
Cary, North Carolina 27513
Phone (919) 677-2000
Fax (919) 677-2050

2. Complete Name and Title of the person who will sign the agreement.

Fred C. Corey, P.E.
Principal Associate, Sr. Vice President

3. Hourly Rate Providing full time inspection services during construction.

Senior Inspector - \$170 plus expenses
Junior Inspector - \$120 plus expenses

4. Daily Rate for providing Expert Witness Services.

Expert Witness – Preparation of Work - \$250 plus expenses
Expert Witness - Testimony - \$300 plus expenses

5. Hourly Rates and Title for all personnel to be used on this project.

| JOB TITLE | HOURLY RATE |
|------------------------|--------------------|
| Principal Engineer * | \$218.00 |
| Project Manager | \$180.00 |
| Professional Engineer | \$180.00 |
| Engineer Analyst (EIT) | \$100.00 |
| CADD Designer | \$110.00 |
| CADD Draftsman | \$90.00 |
| Senior Inspector | \$170.00 |
| Junior Inspector | \$120.00 |
| Clerical | \$60.00 |

* Project Principal will only be used for Quality Control and Quality Assurance

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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For the Project known as "RECONSTRUCTION OF TAXIWAY J AND TAXIWAY M," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

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

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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- 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:

1. Consult with the Owner to determine the Owner's requirements for the Project.

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AGREEMENT FOR CONSULTING SERVICES

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2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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 or availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

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ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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.

PHASE IV - BIDDING PHASE

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

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ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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

PHASE V - CONSTRUCTION PHASE

The Construction Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required, by agreement between the Consultant and the Owner. During the Construction Phase the Consultant shall:

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.

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ATTACHMENT "C"
AGREEMENT FOR CONSULTING 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. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

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ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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

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ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, 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.
4. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
6. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
7. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

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AGREEMENT FOR CONSULTING SERVICES

8. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
9. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
10. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
11. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
12. 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.
13. 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.
14. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
15. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
16. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

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

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ATTACHMENT "C"
AGREEMENT FOR CONSULTING SERVICES

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

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

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**ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES**

For the Project known as "RECONSTRUCTION OF TAXIWAY J AND TAXIWAY M", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **SIX HUNDRED TWENTY EIGHT THOUSAND, EIGHTY THREE AND 34/100 DOLLARS (\$628,083.34)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

| | Percent of Payment to Consultant | Percent of Project Completion |
|---------------------|---|--|
| Report Phase | 0% | 0% |
| Phase I | 0% | 0% |
| Phase II | 0% | 0% |
| Phase III | 78.6% | 78.6% |
| Phase IV | 1.8% | 80.4% |
| Phase V | 19.6% | 100.0% |

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

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Preliminary Study and Report shall be submitted within **45 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 **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **45 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE II—PRE-FINAL DESIGN PHASE

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

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **three copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **45 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **3 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Submit **three copies** of all addenda to the Owner for appropriate action within **1 consecutive calendar days**.

PHASE V—CONSTRUCTION PHASE

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.

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07 OCT -9 PM 2:08

ATTACHMENT "E"

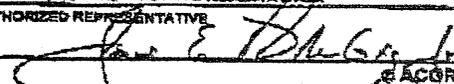
| | | |
|---|--|---|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 10/05/2007 |
| PRODUCER (904) 396-4404 ABERCROMBIE INSURANCE AGENCY, INC. P. O. BOX 5857 JACKSONVILLE FL 32247-5857 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURED KIMLEY-HORN AND ASSOCIATES, INC. P. O. BOX 33068 RALEIGH NC 27636-306 | | INSURERS AFFORDING COVERAGE INSURER A: TRAVELERS PROF CASUALTY 25674 INSURER B: (A.M. BEST RATING A+) INSURER C: INSURER D: INSURER E: |

COVERAGES

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

| INSR/ADD'L LTR/INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|---|-----------------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC | P-630-31933476-TTL-07 | 09/01/2007 | 09/01/2008 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMR/OP AGG \$ 2,000,000 CSL 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | P-810-171L5115-TTL-07 | 09/01/2007 | 09/01/2008 | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | / / | / / | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | / / | / / | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | B36C878-3-07 | 09/01/2007 | 09/01/2008 | <input checked="" type="checkbox"/> WA STATE TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 PROJECT: MAN - 091348013 - EL PASO INTERNATIONAL AIRPORT - RUNWAY "J" & TAXIWAY "M", CITY OF EL PASO IS AN ADD'L INSURED FOR GENERAL & AUTO LIABILITY ONLY FOR THIS PROJECT. ALL POLICIES ARE PRIMARY & INCLUDE WAIVER OF SUBROGATION.

| | |
|--|---|
| CERTIFICATE HOLDER | CANCELLATION |
| () - () - CITY OF EL PASO TWO CIVIC CENTER PLAZA 4TH FLOOR EL PASO TX 79901- | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL. AUTHORIZED REPRESENTATIVE  |

CITY CLERK DEPT

Client#: 660269

80KIMLEHOR1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/07

PRODUCER
BB&T Insurance Services, Inc.
7623 National Service Road
2nd Floor
Greensboro, NC 27419

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Kimley-Horn and Associates Inc.
3001 Weston Parkway
PO Box 33068
Raleigh, NC 27636

| INSURERS AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER A: Lexington Insurance Company | 19437 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

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

| INSURANCE TYPE | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|---|---------------|------------------------------------|-------------------------------------|--|
| | GENERAL LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG | | | | DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (EA accident) \$ |
| | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | <input type="checkbox"/> ANY AUTO | | | | |
| | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | | | | |
| A | OTHER Professional Liability | 0517215 | 12/09/06 | 12/09/07 | \$2,000,000 Per Claim \$2,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

MAN - 091348013 - El Paso International Airport - Runway "J" - Taxiway M

CERTIFICATE HOLDER

City of El Paso
Two Civic Center Plaza
4th Floor
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Shirley Thomas

60:2 WA 6-1007
OCT 9 PM 2:09
CITY CLERK DEPT

CITY CLERK DEPT.

07 OCT -9 PM 2:09

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT "E"

CITY CLERK DEPT.

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ENDORSEMENT # 117

This endorsement, effective 12:01 AM 10/05/2007

Forms a part of policy no.: 0517215

Issued to: KIMLEY-HORN AND ASSOCIATES, INC.

By: LEXINGTON INSURANCE COMPANY

NOTICE OF CANCELLATION TO OTHER PARTIES

It is agreed that V. CONDITIONS, H. Cancellation, is amended by adding the following provision:

In the event this policy is to be canceled by Named Insured or Company, we agree to give 30 days notification to the party(s) listed below. Cancellation will not be effective until after the prescribed notice. Return premiums are computed based on the effective date of the cancellation.

This provision does not apply if cancellation is due to non-payment of premiums to us or to a finance company authorized to cancel the policy. (Notice of ten (10) days before the effective date of cancellation if we cancel for non-payment of Premium.)

Notice to:

City of El Paso
Two Civic Center Plaza
4th Floor
El Paso, TX 79901

All other terms, conditions and exclusions of the policy unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

Summary

CITY CLERK DEPT.

07 OCT -9 PM 2:09

Project Name: Reconstruction of Taxiway J and Taxiway M

District: 2

Scope of work

The consultant shall prepare construction bid documents for the reconstruction of Taxiway J and Taxiway M. The reconstruction includes, but is not limited to, the removal and replacement of the existing taxiway pavement structural section. The length of the reconstruction is approximately 9550 lineal feet.

The design and repairs shall meet all Federal Aviation Administration requirements. Furthermore, the consultant shall prepare an air quality analysis and consultant shall consider all factors on the design such as structural loading, impact repetitive loading, and drainage. All design shall meet engineering standards and all applicable local, state and federal codes and requirements.

Department Requesting Service: Airport

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

Request for Qualification Notification Date: July 23, 2007

Firms that were notified: All pre-qualified Civil Engineers

Request for Qualification Due Date: August 3, 2007

Architect/Engineer firms that submitted RFQ packages:

Kimley-Horn
HNTB Corporation
URS
Chiang, Patel & Yerby
PBS & J

Architect Engineer Selection Committee Members

CITY CLERK DEPT.

07 OCT -9 PM 2:09

Alan Shubert, P.E., City Engineer
Pat Abeln, Director of Aviation
Irene Ramirez, P.E., Assistant City Engineer
Monica Lombraña, Assistant Director of Aviation Development
Javier Reyes, P.E., Engineering Division Manager

Date Final ranking was submitted: August 16, 2007

Final Ranking of Firms

| Firm | Rank | Outcome |
|-----------------------|-------------|----------------|
| Kimley-Horn | 1 | Finalist |
| HNTB | 2 | Not selected |
| URS | 3 | Not selected |
| Chiang, Patel & Yerby | 4 | Not selected |
| PBS & J | 5 | Not selected |

Date firms were notified in writing of final selection: August 28, 2007