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

DEPARTMENT: Engineering Department

AGENDA DATE: December 18, 2007

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

DISTRICT(S) AFFECTED: 2

PROJECT NAME/SOLICITATION NO. EPIA – Airfield Pavement Maintenance & Management Study

SUBJECT:

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **CAMP DRESSER & MCKEE INC.,** a Massachusetts corporation, to perform consulting services for a project known as **"AIRFIELD PAVEMENT MAINTENANCE AND MANAGEMENT STUDY"** for a contract amount of **THREE HUNDRED NINETY ONE THOUSAND, SIX HUNDRED FORTY TWO AND 00/100 ($391,642.00),** and that the City Engineer be authorized to approve up to $50,000.00 in additional services, for a total contract amount not to exceed **FOUR HUNDRED FORTY ONE THOUSAND, SIX HUNDRED FORTY TWO AND 00/100 ($441,642.00).**

BACKGROUND / DISCUSSION:

The Consultant shall prepare an evaluation study and condition rating of the airfield pavements. The study will include a survey and inventory of all airfield pavements except the following: the newly paved Taxiway J, the current pavement construction area on Runway 8R-26L, the current General Aviation Ramp, the T-hangar area, the ramp at the north end of Taxiway A, and the Cargo ramp area west of the Terminal Building. The survey and the inventory should be conducted using a pavement condition index (PCI) inspection procedure, supplemented by deflection testing and limited pavement core sampling. The Consultant shall also provide Engineering services consisting of: the update of an airfield evaluation of pavements including pavement inventory and survey, destructive and non-destructive testing, structural analysis, determination of pavement structural life expectancy, cost effective maintenance and rehabilitation program. The Consultant will attend meetings, and prepare and submit documentation, including submittals and reports.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

The project is funded by the following project account:

Funding Source	Airport Enterprise Fund and Passenger Facility Charge Program
Project No.	PAP0045
Department ID	62620029
Fund No.	41085
Account No.	50802

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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:** _____

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RESOLUTION

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

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **CAMP DRESSER & MCKEE INC.,** a Massachusetts Corporation, to perform consulting services for a project known as **"AIRFIELD PAVEMENT MAINTENANCE AND MANAGEMENT STUDY"** for a contract amount of **THREE HUNDRED NINETY ONE THOUSAND, SIX HUNDRED FORTY TWO AND 00/100 ($391,642.00),** and that the City Engineer be authorized to approve up to $50,000.00 in additional services, for a total contract amount not to exceed **FOUR HUNDRED FORTY ONE THOUSAND, SIX HUNDRED FORTY TWO AND 00/100 ($441,642.00).**

ADOPTED this _____ day of _____, 2007.

THE CITY OF EL PASO:

_____
John Cook
Mayor

ATTEST:

_____
Richarda Duffy-Momsen
City Clerk

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APPROVED AS TO FORM:

_____
Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

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

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this **_____ day of _____, 2007** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **CAMP DRESSER & MCKEE INC.,** a Massachusetts Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as **" AIRFIELD PAVEMENT MAINTENANCE AND MANAGEMENT STUDY (PMMS),"** 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.

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ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **THREE HUNDRED NINETY ONE THOUSAND, SIX HUNDRED FORTY TWO AND 00/100 DOLLARS ($391,642.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

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

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

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

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

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

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

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

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

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written

notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

ARTICLE V.
INSURANCE AND INDEMNIFICATION

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

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

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

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

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a) **COMMERCIAL GENERAL LIABILITY**

Personal Injury or Death
$500,000.00 for one person or occurrence
$1,000,000.00 for two or more persons or occurrences

Property Damage
$500,000.00 per occurrence

General Aggregate
$1,000,000.00

b) **AUTOMOBILE LIABILITY**

Combined Single Limit
$1,000,000.00 per accident

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

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

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

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

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

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

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

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

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ARTICLE VI.
FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

6.2 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.

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ARTICLE VII.
GENERAL PROVISIONS

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

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

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

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

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

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the

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

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

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

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

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

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

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

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

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

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

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

To the Owner:	The City of El Paso Attn: City Manager 2 Civic Center Plaza El Paso, Texas 79901
With a Copy to:	The City of El Paso Attn: City Engineer 2 Civic Center Plaza El Paso, Texas 79901
To the Consultant:	Camp Dresser & McKee Inc. Paul A. Karas, Associate 4110 Rio Bravo, Suite 201 El Paso, TX 79902

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

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CITY OF EL PASO:

_____
Joyce Wilson, City Manager

CONSULTANT:
Camp Dresser and McKee, Inc.

By: _____
Title: PAUL A. KARAS, ASSOCIATE

APPROVED AS TO FORM:

_____
Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Acknowledgements on following page)

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ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF ~~TEXAS~~ New Mexico §
COUNTY OF ~~EL PASO~~ Bernalillo §

This instrument was acknowledged before me on this 5th day of December, 2007, by **Paul A. Karas,** as **Associate** of **Camp Dresser & McKee**.

HEIDI HILLAND NOTARY PUBLIC STATE OF NEW MEXICO 5/13/11

Heidi Hilland
Notary Public, State of ~~Texas~~ New Mexico

My commission expires:

_____

ATTACHMENT "A"

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Project Scope of Work

The Airfield Pavement Maintenance and Management Study (PMMS) at El Paso International Airport (EPIA) will encompass all airfield pavements, including runways, taxiways, taxilanes, shoulders, terminal ramp, north cargo apron, NASA/FBO apron, and T-hangar area (except as otherwise noted herein). The data collected will be used to identify a five-year pavement capital improvement program and necessary routine maintenance and minor repair activities to maintain safe operations in accordance with FAA requirements. To update the existing study the following tasks will be completed.

- **Task 1a: Scoping Meeting.** A pre-fee proposal scoping meeting was held on August 24, 2007. The CDM Team was represented by three key project personnel; Gary Harvey, CDM Project Manager, Paul Karas, CDM Project Officer, and Jo Lary, Pavement Consultants Inc. (P.C.I.) Representative. The meeting was held to further define the scope of work intended by the City and Airport. The information given and discussed at the meeting will better ensure that the Fee Proposal will accurately cover the required work. Costs include travel to El Paso and attendance at the meeting for all three Team personnel.
- **Task 1b: Project Coordination and Oversight.** CDM's Gary Harvey will be the Project Manager and will communicate with EPIA, coordinate the activities of Team members, track project schedule and budget performance, and verify effective and timely quality control of all efforts of the CDM Team. Other activities included in this sub-task include project accounting and invoicing, filing, close-out, and archiving. Time for this subtask includes approximately 2 hrs per week throughout the performance period for PM duties and responsibilities performed in non-travel status. Proposed costs for this task include travel for an estimated five (5) round trips to El Paso throughout the performance period of the project. These trips are proposed primarily for PM status/progress visits, approximately one per month of project performance period, estimated to average two (2) days each, for a total of approximately one and one-half calendar weeks in travel status. P.C.I. project oversight and coordination is also included at an estimated 1 hrs per week throughout the period of performance to cover primarily subconsultant team management, budget and schedule tracking, and invoicing.
- **Task 2a: Kick-Off Meeting.** A project Kick-off Meeting will be held at EPIA prior to beginning project work. The kick-off meeting will be attended by Mr. Harvey, CDM, and Ms. Jo Lary, P.C.I., who will meet with appropriate EPIA/City staff. Issues to be discussed include: Airport Safety and Security, primary and back-up chain of communication among the project performance team (which includes EPIA staff), preliminary schedule of project activities, and special directives or cautions from EPIA.
- Cost for Task 2 (all 3 subtasks) includes one round trip to El Paso (CDM Project Manager from Dallas, TX, and P.C.I. Project Manager from Seattle, WA), lasting up to one and a half days on site plus travel time from each location.
- **Task 2b: Security Issues.** The CDM Team will obtain the personnel and vehicular badges required for work on the AOA. Personnel participating in security badging will include Mr. Harvey and one field inspection person from CDM and one field

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personnel from P.C.I. An additional two P.C.I. personnel will require security badging but will complete this process at the start of the field inspection task (costs included under Task 2b). It is assumed that these two field inspectors will be escorted by already badged CDM and P.C.I. staff during the first week of inspection activities. LEC field personnel hold active airport security clearances, which will be updated for this project. It is anticipated that the security badging process will take one full day, including fingerprinting, classroom training, and the on-airfield driving exam plus travel for Mr. Harvey from Dallas, TX, and the P.C.I. Engineer from Seattle, WA.

- **Task 2c: Project Initiation.** Includes discussions with airport staff and FAA ATCT personnel concerning the following: preferences for potential changes to network definition and paved facility ranking; and, preliminary information concerning existing and future aircraft traffic composition and ground traffic patterns. This item of work includes verification of a preliminary list of information that the Team will require for project performance. Both Mr. Harvey, CDM, and Ms. Lary, P.C.I., will engage in these preliminary fact-finding, foundational information-gathering activities. Duration is not to exceed half a day. Project initiation activities will occur in conjunction with the project kickoff meeting and will therefore not require additional travel costs or labor.

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- **Task 3: Construction History Update.** CDM personnel will review existing project records, including record drawings, of the maintenance or construction activities completed since the 1998 study was completed. (A list of these projects has been provided by EPIA.) Included in this sub-task is a one-day visit to the El Paso Engineering Plan Room to obtain copies of plans for up to seven airport pavement construction projects completed since the last PMMS in 1998. This information will be used to update the existing airfield pavement construction history. As the previous PMMS presented construction history information in tabular form in the Report instead of entering it into the MicroPAVER database, CDM proposes to update the previous tabular presentation for our Final Report. During this task the CDM Team will also work with City of El Paso staff to assign a priority rank to each pavement area. The rank is used in the Micro-PAVER software to prioritize projects when a limited budget scenario is evaluated. As it is anticipated that the work of this task will be conducted by local CDM personnel and via electronic communications, no travel is anticipated for this task. The CDM level of effort for this task is estimated to be 56 hours. P.C.I. will expend approximately 12 hours to provide guidance during the data collection activities and review and quality control of the data collected.

- **Task 4: Network Definition Update.** Network definition (branches, sections, and sample units) will comply with the methodology outlined in FAA Advisory Circular 150/5380-6A, *Guidelines and Procedures for Maintenance of Airport Pavements*, as well as the approach used successfully at other airports. P.C.I. will perform the necessary tasks to define and update the PMMS network. CDM personnel will update the base map for the PMMS, reflecting any changes required to the network divisions. These changes will be made in the existing pavement layout drawing. Some additional definition of the extent and nature of existing pavement will be necessary, and additional components of the network due to the construction projects performed since 1998 will be added (assumed up to 60 hours of CADD operator time). It is assumed that existing slab layouts can be obtained from existing historical project

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drawings or from existing high resolution aerial photographic surveys. Horizontal control for the base map will be based on the coordinate system consistent with other official airport drawings. No ground survey is included in this task. No travel specifically for this task is anticipated.

- **Task 5a: Pavement Condition Index Inspections.** Experienced engineers and technicians will complete the on-site pavement condition index inspections at ELP. The inspections will be conducted in accordance with the methodology outlined in the current editions of FAA AC 150/5380-6 and ASTM Standard D 5340, *Standard Test Method for Airport Pavement Condition Index Survey.* Pictures of typical distress types observed in each pavement section will be taken and included in the project report. Task includes time for coordination of field inspections with ELP Operations and FAA control tower staff. All field inspections are to be done during daylight hours. The inspection of Runway 4-22 will be done during the winter months when that longest runway is not essential for aircraft operations. There will be two, two-person crews—normally working simultaneously. One crew will consist of one P.C.I. engineer and one CDM engineer. The other crew will consist of one P.C.I. engineer and one LEC field technician. Cost proposal includes two (2) round-trip trips for each of the non-local P.C.I. inspection crew members. It is assumed that no visual condition inspections will be done on the current GA Ramp, the newly paved Taxiway J, and the current pavement construction area on Runway 8R-26L. Data for recent and current construction on Taxiway J and Runway 8R-26L will be included in the PMMS database, with a virtual Pavement Condition Index of 100. Based on an assumption of approximately 30,000,000 square feet of pavement to be assessed, and approximately 1,986 sample units (representing approximately 35% coverage to provide 95% statistical level of certainty), this task is estimated to take two, two-person teams approximately 16 days to accomplish (plus applicable travel).
- **Task 5b: Nondestructive Deflection Testing / Load Carrying Capacity.** NDT, using a Heavy Falling Weight Deflectometer (HWD), will be conducted on all airfield pavements except the following: the current GA Ramp, the T-hangar area, the ramp at the north end of Taxiway A, and the Cargo ramp area west of the Terminal Building. CDM Team subconsultant, Pavement Consultants Inc., will provide the specialized equipment and operator to complete these tests. The test spacing will be in accordance with FAA Advisory Circular guidelines, which results in an estimated 2,000 individual tests. Cost for this task includes transportation and operating costs of the HWD device. All field work will be performed by one P.C.I. engineer. Actual field time is estimated to be 80 hours for field testing, while total task labor time is approximately 135 hours (including mobilization of the NDT Test equipment from Seattle, WA, to El Paso, TX, and back).
- Using the cross-section information compiled during this project and the deflection data collected with the HWD, the strengths for each pavement layer will be estimated. These data, together with anticipated traffic information, will be used in Task 7a to establish the load carrying capacity (Pavement Classification Number, PCN) and the estimated remaining structural life for each pavement feature.
- **Task 5c: Coring & Potential Laboratory Testing.** Assumed scope of coring is approximately 15 cores. These are comprised of one core in each of 15 locations on

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the airfield pavements where the pavement structure (thicknesses and/or material properties) is either unknown or needs to be confirmed for some identified reason. Coring and lab testing will be completed by LEC Inc., under the direction of CDM. The cost proposal includes a NTE allowance of $7,500 to cover these items of work. ELP will only pay for the actual coring/lab testing required to ensure accurate characterization of pavements in performance of the project—$0 to $7,500.

- **Task 6a: MicroPAVER Database.** The MicroPAVER database for ELP will be established by inputting the changes and additions to the database and network definition made necessary by project work completed since the previous PMMS, and the new information obtained in this project. This information will be entered into the "Inventory" module in MicroPAVER. The "Work" module files and protocols will be set up and configured to receive future updates made in the construction and maintenance history database. The field distress data collected during the current visual inspections will be entered using the Micro-PAVER "PCI" module. All data entry under this task will be performed by CDM junior engineer and technician level personnel. The P.C.I. Project Manager will provide a maximum of 4 hours of technical support to CDM during the creation of the database and data entry. A P.C.I. Engineer II will provide 12 hours of quality control review of the data entered by CDM.

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- **Task 6b: PCI and PCR Calculations.** Once the pavement condition index survey is complete, and the distress data collected has been entered into the MicroPAVER database, the MicroPAVER software will be used to calculate the Pavement Condition Index (PCI) for each sample unit in a section as well as an area-weighted average PCI for each section. The MicroPAVER software assigns a Pavement Condition Rating (PCR) to each section based on its Pavement Condition Index. MicroPAVER also calculates a Structural Condition Index (SCI) that is a measure of the amount of load-related distress in a pavement section and indicates a qualitative assessment of structural remaining life. The calculations and application of the results will be performed by P.C.I., and reviewed by CDM.

  CDM personnel will develop an AutoCAD pavement layout plan showing the condition of each pavement section. The plan will incorporate the results of the calculations made under this task. Using the GIS capability in MicroPAVER this information can then be viewed graphically utilizing the software.

- **MicroPAVER Customization.** For MicroPAVER to provide the most useful information to the City of El Paso staff, the software must be customized to reflect pavement performance and management at ELP. The City's maintenance, repair, and rehabilitation philosophy must also be entered into the database. The Micro-PAVER software can be customized in many ways. At a minimum the following customizations will be accomplished.

- **Tasks 6c & 6d: Performance Models, Critical PCI Values, & Functional Remaining Life** - Based on the inspection data collected, observed pavement performance, discussions with EPIA staff, and prior experience of Team personnel, family curves will be established and critical PCI values will be identified for the pavements at ELP. The curves developed will reflect differences in performance by: surface type, use (runway, taxiway, apron, shoulder), and rank (primary, secondary,

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tertiary). Critical PCI values will be assigned to each facility-type and pavement-rank combination. These family curves will be used to generate a MicroPAVER Condition Prediction report which will enable estimation of functional remaining life. These tasks are the responsibility of P.C.I.; and, all assessment/synthesis of data, calculations, and applications will be performed by P.C.I. personnel. MicroPaver does not generate functional remaining life estimates for pavement sections directly. An Excel spreadsheet can be used to manually determine the point where the pavement condition index reaches a critical value for each of the 250-300 pavement sections.

- **Task 6e: Maintenance & Repair (M&R) Policies** - Localized stop-gap and preventive M&R activities will be selected and recommended using a Maintenance & Repair Policy that is created and stored in MicroPAVER. The Team will develop the Policy based on discussions with City staff, recognized industry standards, and current local practices and costs. This Policy will incorporate localized maintenance and repair needs, strategies, and costs. Collection and incorporation of the information necessary to develop the M&R Policy are joint CDM/P.C.I. tasks. However, specific maintenance and repair cost information used in the Policy will be collected and validated by CDM personnel. The Policy tells the MicroPAVER software which maintenance or repair activity (and estimated cost) to schedule when a given distress/severity combination is identified.

  In a collaborative joint effort the Team will make recommendations concerning "Global Preventive Maintenance" strategies and associated costs. MicroPAVER identifies these types of projects and provides guidelines for planning, pro-gramming, and executing these activities. The Team will work with EPIA staff to identify the typical global treatments (fog seal, slurry seal, thin overlay, etc.) and associated costs, make recommendations, and then store them in the MicroPAVER database.

  Structural overlays and reconstruction are considered "Major" M&R activities. These types of projects are identified, in general, for pavements where the PCI has deteriorated to the threshold (critical) values determined in the PMMS. The CDM Team will use MicroPAVER to determine the overall rehabilitation strategy that should be considered. Major M&R activities are typically incorporated into the CIP because they are beyond the capabilities of the in-house maintenance force and require funding beyond the annual O&M budget.

- **Task 6f: Prioritization Table** – The CDM Team will develop a prioritization table that contains the parameters that can be used to prioritize, schedule funding, and prepare for execution of Major M&R proj-ects. This table directs MicroPAVER on how to prioritize projects based primarily on condition, branch use, and pavement rank. Within each grouping, the projects are prioritized by Pavement Condition Index usually, the lower the Index the higher the priority. The Team will work with ELP staff to establish the prioritization table that will reflect EPIA philosophy concerning how your pavement projects should be prioritized. This Task is the primary responsibility of P.C.I., with CDM observation and review.

- **Task 6g: Shapefile/GIS** – Every effort will be used to ensure that the AutoCAD layout drawings created for the project, and all location, description, quantity, and quality information developed by this project for use in the

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MicroPAVER software will be readable, reportable, and interactive with other GIS systems so that data stored in the database can be viewed graphically. While all AutoCAD graphics work will be performed by CDM personnel, P.C.I. will take the lead in creating a shapefile from the AutoCAD drawing and incorporating it into the established MicroPAVER System. This shapefile will be imported into MicroPAVER and converted so that information stored in the database, as well as report output, can be viewed graphically. Analysis results can be provided graphically and used to generate reports from within the MicroPAVER system. However, this project scope does not include integrating the PMMS GIS-type databank with GIS in ArcView or any other external GIS software.

- **Task 6h: Training** – The CDM Team will provide two types of training in utilization of the MiroPAVER system. This training will be provided to 10 students chosen by EPIA. A one-day seminar will be provided in conducting the visual condition survey and interpreting and using the resulting data. It is anticipated that 2 to 4 City/Airport technical personnel will receive this training.

  A two-day seminar will be provided for approximately 8 personnel primarily from the City and Airport Planning staffs, focusing on maintaining, operating, and utilizing the MicroPAVER software, utilities, reports, and database.

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(Refer to Proposed Project Schedule for length of time associated with Task 6: MicroPAVER Implementation.)

- **Task 7a: Material Property Characterization.** Using available design and construction records; available previous geotechnical investigation reports; and current field observations, NDT results, and coring data, the strengths and other performance characteristics of each layer of the pavements will be estimated for use in the structural analysis that will result in the Structural Remaining Life/PCN estimates of Task 7c. These efforts must be essentially repeated/duplicated for each one of the hundreds of unique pavement features/sections/branches; therefore, the duration of this subtask is estimated to be three Workweeks (15 Workdays). P.C.I. will perform the work necessary to characterize the material properties used in all airfield pavements. CDM will perform advisory functions and review the results of the process.

- **Task 7b: Traffic Inventory.** A comprehensive aircraft traffic assessment will be conducted by P.C.I. personnel. The current fleet mix will be identified and the latest Master Plan and Terminal Area forecasts will be obtained to identify projected fleet mix and operations data. Traffic forecasts from the recent ELP Master Plan will be utilized as one component of the very complex traffic analysis required to optimize and validate the essential deliverables and reportable products of the up-to-date PMM System; however, no new traffic forecasts, *per se*, are included in this project scope. Discussions will be held with ELP and FAA staff to identify traffic flow patterns around the airfield (e.g., runway end usage, taxiway usage, gate usage). This information will be used to estimate the amount and character of traffic using each facility and also to provide input to the Network Definition process described in Task 4 above. This detailed and segregated traffic information will determine the accuracy, reasonableness, and usefulness of information derived in Tasks/ Subtasks 5b, 6c, 6d, 6e, 6f, 7c, 8a-c, and 9. Execution time is expected to be approximately 3 weeks.

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- **Task 7c: Structural Remaining Life and PCN Estimates.** These parameters will be computed for each pavement area included in the project using the information derived from the Work completed in Tasks 7a & 7b. Assembling the basis information, assessing/verifying the data, and performing the computations are planned to take approximately three Workweeks. All of the necessary computations are accomplished externally from the PMMS software, and must be performed using large amounts of experience-based technical expertise to better assure that results are reasonable and useful. P.C.I. personnel will perform the work of this subtask with quality control and support from CDM.

- **Task 8: Capital Program and Costs.** Using the "M&R Plan" module in the MicroPAVER software, and the results of the nondestructive deflection testing and other field investigations, as well as the M&R Policies developed within this project, capital project needs (rehabilitation or reconstruction) will be identified, along with associated costs. The resulting 5-year CIP will be provided in both graphic and tabular form. It is anticipated that one trip is desirable to present and discuss the recommendations resulting from the accomplishment of Task 8.

- **Task 8a: Project Identification.** The MicroPAVER software identifies which pavement sections require reconstruction and which would benefit from an overlay or other major repair based on current and predicted conditions. CIP projects will be identified and defined based on four primary factors: Functional Remaining Life, Structural Remaining Life, Airport pavement-type preference, and Estimated Cost. Team member P.C.I. is responsible for performing this task. The generated project list will be reviewed by CDM for reasonableness and consistency with industry practice and EPIA policies and preferences.

- **Task 8b: Prioritization.** The identified projects will be prioritized based on functional and structural remaining life, pavement use and importance, and pavement condition. A very significant portion of this prioritization effort is to ensure that the decision parameters used are contained in the MicroPAVER database and that it they are retrievable in the form necessary to result in efficient definition of the 5-year CIP. This subtask will also be performed by P.C.I., and reviewed by CDM.

- **Task 8c: Cost Estimates.** This task includes analysis and presentation of both an "unlimited budget" scenario, and one other costing scenario identified by the Airport. CDM will assemble and compile El Paso-area unit costs and apply them to the identified CIP projects. The resulting "current" project costs will be used, with reasonable escalation and contingency costs added, as a primary programming tool for funding and executing the CIP.

- **Task 9: Maintenance Program and Costs.** The "M&R Plan" module in MicroPAVER will be used to identify localized maintenance needs and associated costs. These activities, such as crack sealing, spall repair, or patching are applied to relatively small pavement areas. MicroPAVER uses the distress data collected and the stored M&R Policy (Task 6e) to identify the required activities. The work required in each pavement section will be identified and provided in tabular form. This is a relatively short time duration effort that will be a joint effort between CDM and P.C.I., and that can be accomplished simultaneously with the draft report preparation task.

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- **Tasks 10 & 11: Reports.** A draft report describing the current PMMS findings will be prepared. The draft report will be provided to the City in electronic format for review and comment. CDM has assumed a City review period of 2 Workweeks. Review comments will be incorporated and a final report prepared. The CDM Team will provide all electronic project files in MicroPAVER, AutoCAD Version 2005, Microsoft Word, and Microsoft Excel formats. The report will also be provided in Adobe PDF format. Unless otherwise directed, CDM will provide one printed original copy of the final report and 10 printed and assembled copies.

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CDM Fee Proposal

El Paso Airfield Pavement Maintenance and Management Study

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TASK	CDM		PCI		LEC		TOTAL	
	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS
Task1: Scoping Meeting & Project Mgmt	165	$31,695	39	$7,277	0		204	$38,971
Task 2: Kick-Off Mtg, /Security/Proj Initiation	47	$8,935	60	$10,088	0		107	$19,023
Task 3: Construction History Update	56	$6,403	12	$1,348	0		68	$7,751
Task 4: Network Definition Update	110	$9,929	56	$5,317	0		166	$15,246
Task 5: Field Investigations	183	$17,788	454	$78,502	140	$13,923	777	$110,213
Task 6: MicroPAVER Implementation	335	$37,848	250	$30,364	0		585	$68,212
Task 7: Structural Analysis	30	$3,097	266	$33,894	0		296	$36,991
Task 8: 5-Year CIP	78	$8,434	200	$27,188	0		278	$35,622
Task 9: Maintenance Program & Costs	48	$5,110	44	$5,099	0		92	$10,209
Task 10: Draft PMMS Report	150	$16,783	144	$17,002	0		294	$33,785
Task 11: Final PMMS Report	62	$7,931	58	$7,687	0		120	$15,618
TOTALS	1264	$153,953	1583	$223,766	140	$13,923	2987	$391,642

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CDM Fee Proposal
El Paso Airfield Pavement Management and Maintenance Study

EL PASO INTERNATIONAL AIRPORT, EL PASO, TX
PAVEMENT MAINTENANCE & MANAGEMENT STUDY

Labor

Category: / Hourly Rate:	PO Karas $165.73	PM Harvey $171.90	Sr Tech Reviewer Hawksley $171.37	Field Engr $68.01	$0.00	$0.00	$0.00	$0.00	Drafter / Tech $87.64	Word Processing/ Clerical $55.80	Contract Admin $73.47		Total Hours	Total Labor Costs
Task1: Scoping Meeting & Project Mgmt	48	68								25	24		165	$22,802
Task 2: Kick-Off Mtg, /Security/Proj Initiation	6	24		16						1			47	$6,264
Task 3: Construction History Update		24		24					6	2			56	$6,395
Task 4: Network Definition Update		8	4	36					60	2			110	$9,879
Task 5: Field Investigations		38		132					10	3			183	$16,554
Task 6: MicroPAVER Implementation	3	94		170					56	12			335	$33,795
Task 7: Structural Analysis		10		16					2	2			30	$3,094
Task 8: 5-Year CIP		28		40					10				78	$8,410
Task 9: Maintenance Program & Costs		18		28						2			48	$5,110
Task 10: Draft PMMS Report	2	8	24	4					80	32			150	$14,888
Task 11: Final PMMS Report	2	8	8	4					16	24			62	$6,091
Total Hours:	61	328	36	470					240	105	24		1264	
Cost:	$10,109	$56,382	$6,169	$31,967					$21,033	$5,859	$1,763			$133,282

Other Direct Costs

Units: / Unit Cost:	Travel Trip (RT) $1,234.00	Copies No. $0.08	Mylars Bluelines Repro Dollars $1.00	Phone Fax Shipping Dollars $1.00	Equipment Supplies Dollars $1.00	Printing/ Report Assembly Ea. $150.00	Badging Fees Ea. Person $85.00	Mileage Miles $0.485		Total
Task1: Scoping Meeting & Project Mgmt	7	1000		175						$8,893
Task 2: Kick-Off Mtg, /Security/Proj Initiation	2	100		25			2			$2,671
Task 3: Construction History Update		100								$8
Task 4: Network Definition Update			50							$50
Task 5: Field Investigations	1									$1,234
Task 6: MicroPAVER Implementation	2	250		45	20	10				$4,053
Task 7: Structural Analysis		40								$3
Task 8: 5-Year CIP		50		20						$24
Task 9: Maintenance Program & Costs										
Task 10: Draft PMMS Report	1	200		45		4				$1,895
Task 11: Final PMMS Report		500				12				$1,840
Total Units:	13	2240	50	310	20	26	2			
Cost:	$16,042	$179	$50	$310	$20	$3,900	$170			$20,671

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CDM Fee Proposal
El Paso Airfield Pavement Management and Maintenance Study

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Subcontractors (includes 1.05 multiplier)								
Units: Unit Cost:	PCI Dollars $1.00	LEC Dollars $1.00	Dollars $1.00	Dollars $1.00	Dollars $1.00	Dollars $1.00		Total
Task1: Scoping Meeting & Project Mgmt	7277							$7,277
Task 2: Kick-Off Mtg, /Security/Proj Initiation	10088							$10,088
Task 3: Construction History Update	1348							$1,348
Task 4: Network Definition Update	5317							$5,317
Task 5: Field Investigations	78502	13923						$92,425
Task 6: MicroPAVER Implementation	30364							$30,364
Task 7: Structural Analysis	33894							$33,894
Task 8: 5-Year CIP	27188							$27,188
Task 9: Maintenance Program & Costs	5099							$5,099
Task 10: Draft PMMS Report	17002							$17,002
Task 11: Final PMMS Report	7687							$7,687
Total Units:	223766	13923						
Cost:	$223,766	$13,923						$237,689

PCI HRS	LEC HRS
39	
60	
12	
56	
454	140
250	
266	
200	
44	
144	
58	
1583	140

Total Costs				
	Labor	Sub-contractors	Other Direct Costs	Total Project Cost
Task1: Scoping Meeting & Project Mgmt	$22,802	$7,277	$8,893	$38,971
Task 2: Kick-Off Mtg, /Security/Proj Initiation	$6,264	$10,088	$2,671	$19,023
Task 3: Construction History Update	$6,395	$1,348	$8	$7,751
Task 4: Network Definition Update	$9,879	$5,317	$50	$15,246
Task 5: Field Investigations	$16,554	$92,425	$1,234	$110,213
Task 6: MicroPAVER Implementation	$33,795	$30,364	$4,053	$68,212
Task 7: Structural Analysis	$3,094	$33,894	$3	$36,991
Task 8: 5-Year CIP	$8,410	$27,188	$24	$35,622
Task 9: Maintenance Program & Costs	$5,110	$5,099		$10,209
Task 10: Draft PMMS Report	$14,888	$17,002	$1,895	$33,785
Task 11: Final PMMS Report	$6,091	$7,687	$1,840	$15,618
Total Cost:	$133,282	$237,689	$20,671	$391,642

Travel (per RT) Assumed Travel Costs	
Airfare (RT)	$400
Lodging 2nts@140	$280
Mileage (RT hm-A/P}	$21
Rent Car 2d@$85	$170
Prkg @ A/P 3d @$10	$30
Meals (9@$12)	$108
Total per Trip	$1,009

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ATTACHMENT "B"

CAMP DRESSER & McKEE INC.
ESTIMATED SCHEDULE FOR ACCOMPLISHMENT
OF THE 2007-2008
EPIA PAVEMENT MAINTENANCE AND MANAGEMENT STUDY
NOVEMBER 21, 2007

Task/Milestone	Completion
1) Kick-off Meeting	14 days from Notice to Proceed (NTP)
2) Records Review, Map Updates and Network Definition	60 days from NTP
3) Field Investigation	120 days from NTP
4) Data Analysis	175 days from NTP
5) Draft Report	195 days from NTP
6) Final Report	225 days from NTP
7) Training	225 days from NTP

NOTE: Durations are given in CALENDAR DAYS.

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ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as **"AIRFIELD PAVEMENT MAINTENANCE AND MANAGEMENT STUDY (PMMS)",** 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.

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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/Final Study and Report summarizing all the information analysis and a general opinion of probable construction cost opinion to the Owner.

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.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

7. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein

8. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

9. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

10. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

11. 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.

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ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**AIRFIELD PAVEMENT MAINTENANCE AND MANAGEMENT STUDY (PMMS)",** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **THREE HUNDRED NINETY ONE THOUSAND, SIX HUNDRED FORTY TWO AND 00/100 DOLLARS ($391,642.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

The compensation for each task described in **Attachment of "A"** shall be made in proportion to the services performed for that task, so that the compensation made after the approved completion of each task shall bring the fee up to the following percentages of the total basic compensation:

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	Percent of Payment to Consultant	Percent of Project Completion
Task 1	**10%**	**10%**
Task 2	**5%**	**15%**
Task 3	**2%**	**17%**
Task 4	**4%**	**21%**
Task 5	**28%**	**49%**
Task 6	**17%**	**66%**
Task 7	**9%**	**75%**
Task 8	**9%**	**84%**
Task 9	**3%**	**87%**
Task 10	**9%**	**96%**
Task 11	**4%**	**100%**

Payment 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 as follows:

Draft: Field Investigation Reports shall be completed and **one** copy of the report shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

Draft: Data Analysis, Data Base (MicroPaver Software Included), 5-year CIP, GIS Shape File, Base Map in Autocad, Prioritization Table, and Maintenance Repair Policy shall be completed and **two** copies of the report shall be submitted within **175 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Draft Report shall be completed and **one original and ten copies** of the report shall be submitted within **195 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

Final Report including electronic files for the following information: Data Analysis, Data Base (MircroPaver Softweare Included), 5-year CIP, GIS Shape File, Base Map in Autocad, Prioritization Table, and Maintenance Repair Policy shall be completed and **one original and ten copies** shall be submitted within **225 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

Training Manuals shall be completed and **ten copies** of the manuals shall be submitted within **225 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed and prior to the seminar.

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ATTACHMENT "E"

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY) 11/28/07

PRODUCER
Aon Risk Services, Inc. of Massachusetts
99 High Street
Boston MA 02110 USA

PHONE - (866) 283-7124 FAX - (866) 430-1035

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.

INSURERS AFFORDING COVERAGE

INSURED
Camp Dresser & McKee Inc.
ONE CAMBRIDGE PLACE
50 HAMPSHIRE STREET
CAMBRIDGE MA 021390000 USA

INSURER A:	Zurich American Ins Co
INSURER B:	American Zurich Ins Co
INSURER C:	Lloyd's of London
INSURER D:	
INSURER E:	

COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown. SIR May Apply

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	GLO837663211 Commercial General Liability	01/01/07	01/01/08	EACH OCCURRENCE FIRE DAMAGE(Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $1,000,000 $1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	BAP 8376631-11 BUSINESS AUTO COVERAGE	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY : EA ACC AGG	
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC837663312 WORKERS COMPENSATION	01/01/07	01/01/08	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE-POLICY LIMIT E.L. DISEASE-EA EMPLOYEE	$1,000,000 $1,000,000 $1,000,000
C	OTHER [X] Archit&Eng Prof	QK0701367 Prof Architects & Engineers	01/01/07	01/01/08	Per Claim USD Aggregate USD	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: EPIA Airfield Pavement Maintenance & Management Study. City of El Paso is added as an Additional Insured in regards to General Liability and Automobile Liability. Waiver of Subrogation applies to the Certificate Holder with respects to the Workers Compensation policy.

CERTIFICATE HOLDER
City of El Paso
Attn: Mr. Sam Rodriguez
2 Civic Center Plaza - 4th Floor
El Paso TX 79901-1196 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc. of Massachusetts*

ACORD 25-S (7/97) ACORD CORPORATION 1988

Holder Identifier :

Certificate No : 570026098171

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Summary

Project Name: **Airfield Pavement Maintenance and Management Study**

District: 2

Scope of work

El Paso International Airport (EPIA) is in need of an update to its Pavement Maintenance and Management Study. The selected consultant will provide an evaluation study and condition rating of the airfield pavements. The study will include a survey and inventory of all pavements on the airfield, including runways, taxiways, taxilanes, shoulders, terminal ramp area, north cargo apron, Fixed Base Operator's (FBO) apron, and T-hangar area. The survey and the inventory should be conducted using a pavement condition index (PCI) inspection procedure, supplemented by deflection testing and limited pavement core sampling.

Professional services required for this project shall include Engineering services consisting of: the update of and airfield evaluation of pavements including pavement inventory and survey, destructive and non-destructive testing, structural analysis, determination of pavement structural life expectancy, cost effective maintenance and rehabilitation program. Consultant will also be required to attend meetings, and prepare and submit documentation, including submittals and reports.

Department Requesting Service: Airport

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

Request for Qualification Notification Date: June 29, 2007

Firms that were notified: All pre-qualified Civil Engineers

Request for Qualification Due Date: July 16, 2007

Architect/Engineer firms that submitted RFQ packages:

Kimley-Horn
Applied Pavement Technology
URS
Camp, Dresser & McKee

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Architect Engineer Selection Committee Members

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

Date Final ranking was submitted: July 30, 2007

Final Ranking of Firms

Firm	Rank	Outcome
Camp, Dresser & McKee	1	Finalist
Applied Pavement Technology	2	Not selected
URS	3	Not selected
Kimley-Horn	3	Not selected

Date firms were notified in writing of final selection: August 9, 2007

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SELECTION OF PROFESSIONAL SERVICES

PROJECT NAME: Airfield Pavement Maintenance and Management Study

RATER: _____ **DATE:** _____

Firms: A=
B=
C=
D=

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

2. SUBMITTAL BY THE PRIME		A	B	C	D
a. Did the firm adequately explain their strategy to accomplish the scope of work?	10				
b. Did the firm list at least one major issue that could affect this project ?	10				
c. Did the firm explain why the project manager is the best candidate and how they will address the above issues?	10				
d. Did the firm clearly explain their assingment approach?	9				
e. Did the firm completely detail how their competency and experience are pertienent?	5				
f. Did the firm prove they have the ability to be immediately responsive to issues during the project?	20				
i. DBE: Prime = 2 Subs = 1 Both = 3 Veteran = 1* * See attached narrative	3				

TOTAL SCORE	92				