

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

CITY CLERK DEPT.
2016 MAR 29 PM 1:22

DEPARTMENT: Aviation

AGENDA DATE: April 5, 2016

CONTACT PERSON/PHONE: Monica Lombraña, AAE - Director of Aviation
915-212-7301

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBJECT:

Discussion and action on the award of Solicitation No. 2016-273R "Airport Financial & Planning Services & Master Plan Update 2016" project to RS&H, Inc. The amounts will be for an award of \$2,000,006 for the Master Plan Update with a term of eighteen (18) months. The amount for the Financial & Planning Services will be for up to \$750,000 for thirty-six (36) months, with a one year option to extend for \$250,000.

BACKGROUND / DISCUSSION:

City of El Paso Department of Aviation requested proposals from qualified professional Airport planning and financial consultants to provide professional services and to update the Master Plan for the El Paso International Airport (EPIA).

The master plan is a comprehensive planning tool (study), required by the FAA, that determines the development plans to support the growth of the airport over the next 20 years in order to continue to provide the best possible services to El Paso and all airport users. The current master plan was approved in 2005 with the Consolidated Rental Car Facility as the last major element of the development program. The Master plan now requires that it be updated to reflect the current and future trends of the aviation industry and well as capture all updated FAA design and operational standards. The airport property consists of nearly 7,000 acres and the master plan update is an essential document to ensure financial and operational sustainability identifying the needs and developing viable alternative options for both aviation and non-aviation uses.

The master plan process will allow the public opportunity to participate in the development of the aviation plans. It will incorporate the needs and demands of the tenants, users and general public. The master plan will focus on the future to ensure the Airport's role in regional economic development. The master plan assess the existing conditions, expected growth and identifies potential development solutions to meet the short, medium and long term needs of the airport and its users.

The major tasks and deliverables involved are:

1. Project design
2. Inventory, Surveys, and Data Collection
3. Forecasts
4. Facility Requirements/Demand Capacity
5. Evaluation of Alternatives and Recommended Master Plan
6. Environmental Overview/Update Air Quality Model
7. Airport Plans/eALP
8. Financial Feasibility Analysis
9. Program Planning (Including Environmental Mitigation)
10. Status Reports, Documentation and Deliverables

11. Public Participation and Approval Process
12. Pavement Maintenance Management Plan (PMMP)

The Financial & Planning Services portion will be tasked by projects that the Department of Aviation deems necessary to complete different projects (i.e. CIP, Financial, Operational, etc.)

SELECTION SUMMARY:

Solicitation was advertised on October 6, 2015 and October 13, 2015. The solicitation was posted on City website on October 6, 2015. The email (Purmail) notification was sent out on October 8, 2015. Total of fifty-three (53) bidders were solicited; six (6) local vendors. Three (3) bids were received; zero (0) local vendors.

PROTEST

☒ There was no protest received for this requirement.

☐ Protest received.

PRIOR COUNCIL ACTION:

5 Year Capital Improvement Plan approved July 14, 2015

Passenger Facility Charges Application – 7 (PFC -7) approved for submission on October 27, 2015

AMOUNT AND SOURCE OF FUNDING:

562 - 62230 – 580160 -3080 – PAP00690

Master Plan Update - \$2,000,006.00 – PFC-7

Financial & Planning Services - \$1,000,000 – various funding sources to include PFCs, enterprise funds, & FAA grant funds

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD: _____

**COUNCIL PROJECT FORM
(RFQ)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **APRIL 5, 2016**.

STRATEGIC GOAL: NO. 1 – Create an Environment Conducive to Strong, Sustainable Economic Development

That the City Manager be authorized to sign that certain Agreement for Airport Master Plan Services between the City of El Paso and RS&H, Inc., a Florida corporation (the "Consultant") to perform consulting services in connection with the El Paso International Airport in the amount not to exceed \$2,000,006 over a primary of eighteen (18) months.

Department: El Paso International Airport
Districts: All

*******ADDITIONAL INFO BELOW*******

RESOLUTION

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

That the City Manager be authorized to sign that certain Agreement for Airport Master Plan Services between the City of El Paso and RS&H, Inc., a Florida corporation (the "Consultant"), for the Consultant to perform consulting services in connection with the El Paso International Airport in an amount not to exceed \$2,000,006 over a primary term of eighteen (18) months.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016.

CITY OF EL PASO

ATTEST:

Oscar Leaser, Mayor

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Marvin Foust
Assistant City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña, A.A.E.
Director of Aviation

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AGREEMENT
FOR AIRPORT MASTER
PLAN SERVICES**

This Agreement for Master Plan Services (the "Agreement") is made this ____ day of _____, 2016 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas (the "City"), and **RS&H, Inc.**, a Florida corporation (the "Consultant").

WHEREAS, the City intends to engage the Consultant to perform various services for the El Paso International Airport ("Airport" or "EPIA"), with such services being more fully described in **EXHIBIT "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the City, through the City's selection procedure, as more fully described in Exhibit "D," involving a Request for Qualifications by City and a Proposal submitted to City by Consultant, in accordance with all applicable state and local laws and ordinances;

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

ARTICLE I - EXHIBITS

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

Exhibit "A" – Master Plan Scope of Services

Exhibit "B" – Consultant's Fees by Task

Exhibit "C" – FAA Clauses

Exhibit "D" – Solicitation No. 2016-273R ("RFQ") & Consultant's Proposal – incorporated by reference and not attached

The RFQ and the Proposal are incorporated herein and made a part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

ARTICLE II - SERVICES

- 2.1** The City hereby agrees to retain the Consultant and the Consultant agrees to perform various services for the City as a provider of Master Plan services to the Airport as described in Exhibit "A". The Services shall consist of those services identified within the Scope of Services as further described in **EXHIBIT "A."**

COMMITTEE SCORE SHEET

SOLICITATION: 2016-273R Airport Financial & Planning Services & Master Plan Update

EVALUATION FACTORS	MAXIMUM POINTS	COFFMAN ASSOCIATES, INC. LEE'S SUMMIT, MO	LANDRUM & BROWN, INC. CINCINNATI, OH	RS&H, INC. SAN ANTONIO, TX
Experience and Understanding This criterion considers previous experience providing Airport Financial and Planning and Master Plan Development Services. It includes, but is not limited to, factors such as experience at airports of similar size to the El Paso International Airport as well proven performance of the respondent's other programs and services.	35.00	32.60	30.00	32.00
Project Manager and Consultant Team Qualifications and Expertise This criterion weighs Project Manager and Consultant Team's qualifications and expertise directly related to Airport Financial and Planning Services and Master Plan Development Services. It includes, but is not limited to, possessing technical, professional and project management expertise in preparing Airport Financial and Planning Services and Master Plan Update Services as described under Section 3.1.0 Scope of Work of this solicitation.	35.00	31.20	30.20	32.40
Quality Assurance/Quality Control (QA/QC) This criterion evaluates the consultant's QA/QC policy and processes, implementation responsibility, and examples of how it has been successfully used.	15.00	13.20	13.20	14.00
Value Added This criterion considers any value added attributes the consultant team may offer when providing the Airport Financial and Planning Services and Master Plan Development Services.	15.00	13.40	11.60	13.80
TOTAL Possible Points	100.00	90.40	85.00	92.20



CITY OF EL PASO REQUEST FOR QUALIFICATIONS TABULATION FORM



Bid Opening Date: NOVEMBER 4, 2015

Solicitation #: 2016-273R

Project Name: AIRPORT FINANCIAL AND PLANNING SERVICES & MASTER PLAN UPDATE 2016

Department: EL PASO INTERNATIONAL AIRPORT

LANDRUM & BROWN, INC.	CINCINNATI, OH
COFFMAN ASSOCIATES, INC.	LEES SUMMIT, MO
REYNOLDS SMITH & HILLS	TAMPA, FL
RFQs SOLICITED: 53 LOCAL RFQs SOLICITED: 6 RFQs RECEIVED: 3 LOCAL RFQs RECEIVED: 0 NO BIDS: 0	

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED: 

DATE: 11-24-15

GLOBAL AVIATION ASSOCIATES
1800 K STREET NW
SUITE 1104
WASHINGTON, DC 20006

LEIGH FISHER ASSOCIATES
SAN FRANCISCO INTL AIRPORT
PO BOX 8007
SAN FRANCISCO, CA 94128-8007
ATTN: NICHOLAS DAVIDSON

STANTEC CONSULTING
8211 SOUTH 48TH STREET
PHOENIX, AZ 85044

CARTER & BURGESS
ATTN: JULIE TROWBRIDGE
777 MAIN STREET
FORT WORTH, TX 76102

IMS
ATTN: JANICE WAGNER
945 HORNBLEND ST. SUITE G
SAN DIEGO, CA 92109

DELTA AIRPORT CONSULTANTS
9711 FARRAR COURT STE 100
RICHMOND, VA 23236
ATTN: JENNIFER MCCALMONT

RICONDO & ASSOCIATES
ATTN : TERESA LANNING
8610 N. NEW BRAUNFELS, STE 700
SAN ANTONIO, TX 78217

JMC CONSULTANTS
INTERNATIONAL
ATTN: JESUS CANDELARIA
308 SUNDOWN PLACE
EL PASO, TX 79912

DELOITTE
ATTN: STEPHANIE LANGUAGE
400 W. 15TH STREET SUITE 1600
AUSTIN, TX 78701

WILBUR SMITH ASSOCIATES
ATTN: KEVIN MCPEEK
6600 CLOUGH PIKE
CINCINNATI, OH 45244

GRW WILLIS INC
1161 CORPORATE DRIVE W
STE 170
ARLINGTON, TX 76006

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

UNISON MAXIMUS INC
409 WEST HURON
SUITE 400
CHICAGO, IL 60610

PLANNER DESIGN WORKSHOP
ATTN: GREGG WAY
506 AGUA FRIA
SANTA FE, NM 87501

LANDRUM & BROWN
ATTN: BRIAN SULLIVAN
11279 CORNELL PARK DR.
CINCINNATI, OH 45242

PGAL
ATTN: JACQUELINE ZIELENSKI
3131 MCKINNEY AVENUE SUITE 500
DALLAS, TX 75204

RICONDO & ASSOCIATES
ATTN: RENEE LELAND
7448 LAKE STREET
DEXTER, MI 48130

ZHA INCORPORATED
ATTN: DEBBY DONOVAN
LANDMARK CENTER TWO
225 EAST ROBINSON STREET, STE 200
ORLANDO, FL 32839

MARTINEZ ENGINEERING GROUP
800 N. MESA, SUITE 250
EL PASO, TX 79902

STRATEGIES & PLUS
ATTN: JOE TARIN
800 N. MESA, SUITE 250
EL PASO, TX 79902-3928

HIBBS & TODD INC
2500 S WILLIS
SUITE 202
ABILENE, TX 79608

RICONDO & ASSOCIATES ATTN:
AMANDA O'KROGLEY
8610 NORTH NEW BRAUNFELS
SUITE 700
SAN ANTONIO, TX 78217

UNO RESEARCH AND
TECHNOLOGY PARK
2021 LAKESHORE DRIVE. STE 100
NEW ORLEANS, LA 70122
ATTN: TODD BOUILLION

LEIGH FISHER ASSOCIATES
ATTN: ELAINE YOHANNAN
160 BOVET ROAD SUITE 300
SAN MATEO, CA 94402

COFFMAN ASSOCIATES, INC.
ATTN: JEANETTE COFFMAN
237 NW BLUE PARKWAY
LEE'S SUMMIT, MO 64063

PB AVIATION, PARSONS
BRINCKERHOFF
QUADE & DOUGLAS, INC.
312 ELM STREET SUITE 2500
CINCINNATI, OH 45202

PARKHILL, SMITH & COOPER,
INC.
810 E. YANDELL
EL PASO, TEXAS 79902
ATTN: RAMON E. LARA

PARTON
KM CHNG ENVIRONMENTAL INC.
25 MALL ROAD
BURLINGTON, MA 01803
ATTN: ERIKA SHATTUCK

CAMP DRESSER & MCKEE, INC.
ATTN: BERNARDINO OLAGUE
4110 RIO BRAVO DRIVE, SUITE
201
EL PASO, TX 79902

URS CORPORATION
ATTN: GENE FAULKNER
3010 LBJ FREEWAY, SUITE 1300
DALLAS, TX 75234

GRW WILLIS
1161 CORP DRIVE WEST SUITE 170
ARLINGTON, TX 76006

AIRPORT & AVIATION
PROFESSIONALS, INC.
2640 GOLDEN GATE PARKWAY, STE.
301
NAPLES, FL 34105

BARNARD DUNKELBERG &
COMPANY
1616 E. 15TH STREET
TULSA, OK 74120
ATTN: PETER VAN PELT

VESTA REA & ASSOCIATES, LLC
P.O. BOX 73643
HOUSTON, TX 77273
ATTN: CHRISTA STAFFORD

DMJM AVIATION
ATTN: MICHAEL T. MC NERNEY
1200 SUMMIT AVE. SUITE 320
FORT WORTH, TX 76102

GARY ADAMS
2345 EAST THOMAS RD, STE 220
PHOENIX, AZ 85016

INFASTRUCTURE MANAGEMENT
GROUP
ATTN: SASHA PAGE
4733 BETHESDA AVENUE SUITE 600
BETHESDA, MD 20814

ROSS & BARUZZINI
ATTN: AMI OBOURN GOUDIE
505 NORTH MAIN
CONROE, TX 77301

TRANSOLUTIONS
ATTN: BELINDA G. HARGROVE
14600 TRINITY BLVD. SUITE 200
FORT WORTH, TX 76155

JOHN F. BROWN COMPANY
ATTN: MICHELLE HARRISON
659 VAN METER STREET STE 500
CINCINNATI, OH 45202

QED
ATTN: RONALD F. PRICE
16 BANKS HILL PLACE
RIDGEFIELD, CT 06877

DELTA AIRPORT
CONSULTANTS, INC.
ATTN: COURTNEY BEAMON
9711 FARRAR CT., SUITE 100
RICHMOND, VA 23236

JACOBSEN/DANIELS ASSOCIATES
ATTN: DARRYL DANIELS
201 E. LIBERTY STREET, SUITE 16
ARM ARBOR, MI 48104

EMPOWER SOLUTIONS
ATTN: JACK KELLY
1660 NORTH LASALLE, STE 2601
CHICAGO, IL 60614

KIMLEY-HORN & ASSOICIATES, INC
ATTN: BONNIE STEELE
7600 N. 75TH STREET, SUITE 250
PHOENIX, AZ 85020

ENTRO COMMUNICATIONS
ATTN : JENNIFER MCKINNON
122 PARLIAMENT STREET
TORONTO, ONTARIO
M5A 2Y8

PHAROS CORPORATION
ATTN: CHRISTINE R. HENDERSON
P. O. BOX 23076
OKLAHOMA CITY, OK 73123

LANDRUM, BROWN & ASSTS.
ATTN: C. NICHOLAS JOHNSON
11279 CORNELL PARK DRIVE
CINCINNATI, OH 45242

PB AVIATION, INC.
ATTN : HOLLAND YOUNG
BARTON OAKS PLAZA TWO
901 MCPAC EXPY SOUTH – SUITE 595
AUSTIN, TX 78746-5748

JACOBS CONSULTANCY
ATTN: MARK LUNSFORD
BURLINGAME, CA OFFICE
555 AIRPORT BOULEVARD SUITE 300
BURLINGAME, CA 94010

UCG ASSOCIATES, INC.
ATTN: DON ARTHURI
11 PASEO DALIA
RANCHO SANTA MARGARITA, CA
92688

RAYMOND JAMES & ASSOCIATES INC.
ATTN: RAYMOND JAMES
745 EAST MULBERRY AVENUE
TRINITY PLAZA
SAN ANTONIO, TX 78212

BBVA COMPASS
ATTN: JIM VOLK
690 SUNLAND PARK DRIVE
EL PASO, TX 79912

- 2.2 The Consultant shall serve as the City's representative in those tasks to which this Agreement applies and shall give consultation and advice, in addition to the advertising services, to the City during the performance of services.
- 2.3 The City hereby designates the City's Director of Aviation (the "Director"), as the City's representative with respect to the services to be provided by the Consultant pursuant to this Agreement. The Director, or designee, shall have complete authority to transmit instructions, receive information, interpret and define City's policies, and make decisions with respect to the services to be provided by the Consultant pursuant to this Agreement, subject to all applicable laws and ordinances.
- 2.4 The Consultant shall, upon referral of a task by the Airport and to the satisfaction of the Director, diligently perform the services specified in the Task Authorization Form for each task. A General Scope of Services is attached as EXHIBIT "A." The Consultant shall not undertake any project for the City or perform any services for the City at the request of any City official or employee without a signed Task Authorization Form. Work performed by the Consultant on matters that are not referred to the Consultant as set forth in this Agreement will be considered unauthorized and non-compensable. The Consultant shall report to the Director any effort made to engage the Consultant's services independently of any Task Authorization Form.
- 2.5 No work shall be undertaken and no expenditure made unless the concept and program have been approved in writing by EPIA. Upon request from EPIA, Consultant will provide EPIA with proposal for specific projects. Any and all work performed shall be pursuant to a Task Order developed in accordance with the process outlined below and signed by both parties:
- 2.5.1 Consultant will prepare a schedule where all "major tasks" contained in the Scope will be numbered in the order that the tasks will be undertaken. Each task shall include, at a minimum: the name of the task, a proposed budget for the task, any deadlines for performance, and a deadline for providing EPIA with a proposal based on the above.
- 2.5.2 Consultant shall prepare and submit to EPIA, within the timeline stated in request for proposal, a proposal for the requested services which will include, at minimum: a listing of the specific services to be provided and an estimate of cost.
- 2.5.3 Consultant and EPIA shall negotiate the proposal. Once Consultant and EPIA reach mutual agreement as to scope, scheduling and cost, EPIA shall issue a Task Order to be executed by both parties evidencing the agreed to scope, schedule and costs.
- 2.5.4 The Director or his/her designee has the authority to execute a Task Order on behalf of EPIA.
- 2.5.5 Consultant shall not proceed with services until a Task Order has been executed

and Consultant receives a written notice to proceed by EPIA. Any services provided or expenses incurred, prior to receiving a written notice to proceed from EPIA, on a particular Task Order will be at Consultant's sole risk and expenses and may not be reimbursable by EPIA.

- 2.5.6 Actual amounts billed shall not exceed the total amount set out in the executed Task Order as agreed upon by the parties.
 - 2.5.7 The major tasks as set up in the Scope of Services shall be incorporated herein for all purposes. Each Task Order shall be numbered sequentially, starting with number one (1).
 - 2.5.8 Consultant shall not invoice for any work associated with the development of task and the associated Task Order negotiation.
 - 2.5.9 In the event that a Task Order is executed by both parties prior to the expiration of the Contract and performance of the services extends past the expiration date of Contract, EPIA has the option to terminate the Task Order or allow continued performance past the expiration date. If the EPIA delivers to Consultant a notice to stop work, Consultant shall stop any work immediately upon receiving notice to stop work and shall invoice City for all services performed up to the date of said notice to stop work. If the EPIA does not terminate a Task Order which performance would extend past the expiration date of the Contract, Consultant shall perform all services set out in the applicable Task Order and all terms of the Contract shall continue to apply to such services until all services have been completed and accepted by EPIA.
- .2.6 The Consultant shall provide a current status report on major tasks. The status report shall be furnished to the City on a monthly basis and shall be submitted with any monthly invoices. Monthly status reports should be addressed to the Contact Employee and the Director and shall outline all work performed in the preceding month for each Task Authorization Form.

ARTICLE III - CONSULTANT FEES

- 3.1 **PAYMENT TO CONSULTANT.** The City shall pay to the Consultant a total amount not to exceed the negotiated price for all services performed pursuant to this Agreement. Under this Agreement, the City will pay for Services based on tasks completed, or partially completed, at rate(s) specified in **EXHIBIT "B"** attached hereto and that comply with the requirements for Direct Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support.
- 3.2 **CONSULTANT'S INVOICES.** The Consultant shall bill the City not more often than monthly, through written invoices pursuant to the completion of requested services.

3.2.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant or that task, the current invoiced amount and the amount billed to date for that task. In addition to this summary, each invoice shall provide a progress report, which shall describe, at a minimum, the progress of the task to date.

3.2.2 The City agrees to pay invoices for all services performed as soon as reasonably possible as but not later than thirty (30) days from receipt. Upon dispute, however, the City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal per task.

3.2.3 Invoices are to be submitted to the following address:

El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

or to such other place as designated by written notice to the Consultant by the City.

3.3 ORDINARY EXPENSES: UNUSUAL AND EXTRAORDINARY EXPENSES. The Consultant shall furnish and absorb, at its sole cost and expense, all requisite office space, utilities, furnishings, equipment, secretarial services, office supplies and services, general administrative support, facsimile transmissions, delivery and courier services, postage, mileage, parking and such other ordinary and routine expenses and services as may be required for the performance of its duties and obligations as specified under this Agreement. Any unusual or extraordinary expenses incurred in connection with its services under this Agreement shall be paid only when written approval by the Director has been obtained prior to the expense being incurred. All expenses shall be properly receipted and documented. All expenses should be identified. The City shall not be billed, nor shall it pay, for "miscellaneous" or "other expenses." Unless otherwise specifically addressed in this Agreement, any expense or expenditure that the City is requested to reimburse shall be billed at the Consultant's actual out-of-pocket cost. Direct Reimbursement is limited to actual charged billed to the Consultant without any additional profit or overhead charge by the Consultant beyond the normal unit cost or hourly rate set forth in the Task Authorization Form.

The Consultant shall demonstrate good judgment when incurring costs that are considered a Direct Reimbursable Expense while conducting business for the City. All Direct Reimbursable Expenses shall be reasonable and prudent. Travel expenses must be approved in advance by the City and must be included in the applicable Task Authorization Form.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its exhibits, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the City or otherwise paid by the City.

ARTICLE IV - TERM AND TERMINATION

- 4.1 TERM.** The initial term of this Agreement shall commence upon the final execution by the City and shall continue for a period of eighteen (18) months.
- 4.2 TERMINATION.** This Agreement may be terminated as provided herein.
- 4.2.1 TERMINATION BY CITY.** It is mutually understood and agreed by the Consultant and the City that the City may terminate this Agreement, in whole or in part for the convenience of the City, upon fourteen (14) consecutive calendar days' written notice to the Consultant. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and incurred prior to the City's notice of termination. The City shall compensate the Consultant in accordance with this Agreement; provided, however, that the City 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 City from the Consultant is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its exhibits.
- 4.2.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and City 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 City retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of the services required by this Agreement. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the City from the Consultant is determined.
- 4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V - INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, and such insurance has been approved by the City. 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 City, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

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

COMMERCIAL GENERAL LIABILITY

Personal Injury or Death

\$500,000.00 for one person or occurrence

\$1,000,000.00 for two or more persons or occurrences

Property Damage \$500,000.00 per occurrence

General Aggregate \$1,000,000.00

AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000.00 per accident

5.1.3 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation Insurance required by this Agreement.

5.1.4 PROOF OF INSURANCE. The Consultant shall furnish the Airport 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. The Consultant shall furnish the Airport with duplicate original policies of insurance with City named as an additional insured thereon.

5.1.5 GENERAL INSURANCE NOTICE PROVISION. All certificates shall also include the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) consecutive calendar days written notice of intent to cancel or materially alter said insurance has been provided to the City of El Paso."

5.2 INDEMNIFICATION. CONSULTANT WILL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGE CAUSED IN WHOLE OR IN PART BY ANY ACT OR NEGLIGENCE OF CITY, OR ITS EMPLOYEES AND AGENTS. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONSULTANT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONSULTANT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONSULTANT WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEFENDED BY THE CONSULTANT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY THE CONSULTANT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONSULTANT'S PROPERTY FROM ANY CAUSE.

ARTICLE VI - FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS-FEDERAL FUNDING REQUIREMENTS. The Consultant, at the 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 City or the 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, the Consultant agrees that to the extent required by any agreement between the City and any Federal Consultant, 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 a Task, including but not limited to the Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the City.

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

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant shall carry out applicable federal requirements in the award and administration of FAA assisted contracts, if applicable. Failure by the Consultant to carry out these requirements shall be a material breach of this Agreement, which may result in the termination of this Agreement.

Because this Agreement pertains to the El Paso International Airport and is subject to the regulation and oversight of the Federal Aviation Administration, during the term of this Agreement, Consultant, for itself, its successors in interest, and assigns, as a material part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38);
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (guards against discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting Consultant guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP) (requires reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100));
- Title IX of the Education Amendments of 1972, as amended. which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);

all as set forth in Federal Aviation Administration Order 1400.11, effective August 27, 2013. Breach of any of the covenants in this subsection shall be considered a material breach of this Agreement, and City shall have the rights and remedies set forth in sections 4.2.1 and 4.2.2 herein, in addition to all other rights and remedies available to it.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering the services requested by this Agreement, the City 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 services performed to such date, upon furnishing the City a progress report and an invoice to such date, and upon

acceptance of the work by the City.

ARTICLE VII - GENERAL PROVISIONS

7.1 CONTRACT TIME. The Consultant understands and agrees to provide all services and deliverables requested herein, as expeditiously as is consistent with skill and care, and to use its best efforts to accomplish the same. The Consultant shall timely notify the Director of any delay beyond its control for any project and the Director may extend the time initially agreed upon, in the event of delays which the Director reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound practices.

7.2 CONSULTANT'S QUALITY OF WORK. The City'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 service. The schedule initially agreed upon per task shall include allowances for periods of time required for the City's review, for the performance of the City's consultants if any, and for approval of submissions by authorities having jurisdiction over the task, if any. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or the City. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances

7.3 COPYRIGHT AND REPRODUCTION RIGHTS.

Ownership of Material: All electronic media, graphic design work, and printed material copy provided during the course of this Contract shall become the exclusive property of the City of El Paso unless otherwise negotiated. This includes ownership of all video data (including B-roll), material, proposals, manuals, training sessions, and documentation (including work papers) originated and prepared for the City pursuant to this Contract. All materials in an editable-open format must be provided to the City at the end of each project on disc and hard copy. Materials on disc must be attached with a contact sheet. All information resulting from this Contract shall be made available in formats and media compatible with systems used by the City.

Copyright: The City of El Paso shall have complete ownership of all intellectual property rights to the Material (hereafter defined), whether copyright, trademark, or otherwise, including without limitation the right to use, reproduce, or distribute any or all of such information and other materials without the necessity of obtaining any permission from vendor and without expense and charge. Consultant shall not assert rights at common law or in equity or establish any claim to statutory copyright any material or information developed in performance of the services authorized (the "Material"). Consultant shall be responsible for the registration of any copyright material developed during the course of this contract. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any

form or medium.

The City of El Paso reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for government purposes: the copyright in any works developed under this agreement or under a contract under this agreement; and, any rights of copyright to which Consultant, its subgrantee, or vendor purchases ownership of with financial assistance hereunder.

- 7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Consultant's records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Consultant's work for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Consultant's compliance with contract requirements. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Consultant's records have been generated from computerized data, the Consultant agrees to provide the City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format. The City or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to the services provided pursuant to this Agreement, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.
- 7.5 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the City and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other.
- 7.6 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.
- 7.7 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.
- 7.8 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.
- 7.9 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.
- 7.10 NOTICES.** Any notice, demand, request, consent or approval that either party 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 City: The City of El Paso
 Attn: City Manager
 300 North Campbell
 El Paso, Texas 79901

With a Copy to: The City of El Paso
 Attn: Director of Aviation
 6701 Convair Road
 El Paso, Texas 79925

To the Consultant: RS&H, Inc.
 Attn: Jeffrey S. Mishler, P.E., Vice President
 11011 Richmond Ave., Suite 900
 Houston, Texas 77042

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

- 7.11 INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. Consultant shall be responsible for its own acts and omissions and those of its subordinates and employees in the performance of all material services under this Agreement. Consultant is an independent contractor and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither Consultant nor its employees shall be entitled to any of the benefits established for City employees, whether City's Workers' Compensation or otherwise.
- 7.12 ATTORNEY'S FEES.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- 7.13 CONFLICTING PROVISIONS.** Any provision contained in any exhibits to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.
- 7.14 ENTIRE AGREEMENT.** This Agreement, including exhibits, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

CITY: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Marvin Foust
Assistant City Attorney

Monica Lombraña, A.A.E.
Director of Aviation

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2016,
by **Tomás González as City Manager of the City of El Paso, Texas.**

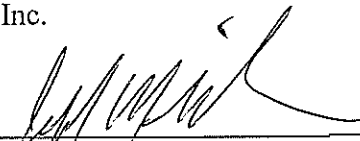
My Commission Expires:

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CONSULTANT:

RS&H, Inc.


Printed Name: Jeffrey S. Mishler, PE
Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas)
)
COUNTY OF Harris)

This instrument was acknowledged before me on this 21st day of March, 2016, by Jeffrey S. Mishler as Vice President of RS&H, Inc., a Florida corporation, on behalf of said corporation.


Notary Public, State of Texas

My Commission Expires:
02/14/2020

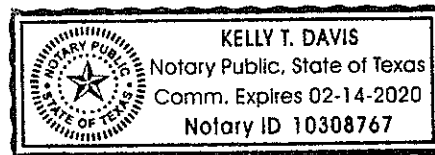


EXHIBIT A

EL PASO INTERNATIONAL AIRPORT MASTER PLAN SCOPE OF SERVICES

This section describes the scope of services (Services) to be performed in the preparation of an Airport Master Plan Update for El Paso International Airport (Airport or ELP), a commercial service airport owned and operated by the City of El Paso. The study effort is anticipated to be eighteen (18) month duration and will develop a plan to support the aviation growth of the Airport over the next 20 years. The plan will be prepared in accordance with the guidance provided in FAA Advisory Circular 150/5070-6B, *Airport Master Plans*. While the scope is considered comprehensive, the Study Team can suggest additional services as options.

The major tasks to be accomplished in preparing the Master Plan are:

1. Project Design
2. Inventory, Surveys, and Data Collection
3. Forecasts
4. Facility Requirements/Demand Capacity
5. Evaluation of Alternatives and Recommended Master Plan
6. Environmental Overview / Update Air Quality Model
7. Airport Plans/eALP
8. Financial Feasibility Analysis
9. Program Planning (Including Environmental Mitigation)
10. Status Reports, Documentation and Deliverables
11. Public Participation and Approval Process
12. Pavement Maintenance Management Plan (PMMP)

A list of study issues and focus areas of the master plan update is as follows:

- Identify and provide options and recommendation for resolution of any non-compliant airfield configuration layouts.
- Assess remaining FAR Part 77 obstruction issues around the terminal building associated with Runway 8R. The runway was shifted to the east to address Part 77 issues.
- Assess the demand for long-term upgrade of Runway 8L-26R to air carrier status, relative to capacity as well as preservation of aviation resources and land use.
- Validate assumptions from the 2005 Master Plan relative to the third air carrier runway.
- Identification for expanded Remain-Over-Night/Remain All Day (RON/RAD) Parking, especially for diversions.
- Concourse A evaluation to bring up to Concourse B standards.
- Evaluate the potential for improved post-security concessions.

- Evaluate options to increase the number of restrooms.
- Study alternatives for checkpoint expansion on the second level to eliminate first floor queuing area.
- Prepare long-term parking plan including justification for parking structure. Also, need to determine proper balance between parking products.
- A reuse plan for the old rental car parking/maintenance area and integration with future CONRAC facility.
- Multi-modal integration plan (light rail, Rapid Bus Transit, or Bus Transit) with a focus on determining possible airport landside needs to accommodate different types of access. This will not include a study on how to change passenger habits; it will focus on accommodating the needs of passengers as they come to the airport.
- Better wayfinding to include foot/walking paths from adjacent hotels located on Airport property. Grade separation over roadways with bridges will be evaluated.
- Evaluate timing and need for new General Aviation development north of Runway 8L-26R. This may include relocation of T-hangars adjacent to the terminal building.
- Evaluate the need of a self-fueling site for General Aviation users, and potential, appropriate locations. This is intended to identify whether the demand exists and, if so, potential locations. Environmental planning, specifically an Environmental Assessment, associated with such a project would be an effort separate from this Master Plan Update.
- Perform an aviation economic impact study.
- Evaluate future use of support area adjacent to the terminal area which includes cargo, GSE maintenance, and airport support facilities.
- Update current property map.
- Separately with the property map, prepare an Exhibit A to FAA SOP 3.00 criteria that includes property boundary surveys.
- Evaluate potential for future relocation of general aviation facilities and reuse of the existing area. Determine General Aviation layout for open parcel along Montana Avenue and adjacent to Runway 8R-26L.
- Ensure future TxDOT improvements to Montana Avenue and Global Reach are compatible with the Airport's future proposed development.

TASK 1 PROJECT DESIGN

Task 1.1 Project Definition

A draft work program will be prepared for Airport staff review. Following Airport staff review, the program will be detailed and the level of effort and costs of accomplishing each will be identified. The program will include scheduling of project activities. Activities will include:

- Discussions with staff
- Discussions with subconsultants
- Preparation of draft study design
- Meeting with airport staff to review draft
- Prepare final work program.

Task 1.2 Organizational Meetings

Subsequent to detailing of the work program, establishing coordination procedures with the Airport and between consultants will be required to define and clarify the mechanics of the workscope. This is a set of "kick-off" meetings to be held over several days. All study participants will meet for a full day at El Paso International Airport (the Airport or ELP). The first meeting will consist of the study team; its purpose will be to clarify the roles and responsibilities of team members. This will be followed by a meeting with the Airport staff to review the study organization, and for a briefing on the Airport staff requirements, identification of outside coordination points, identification of data sources, and agreement of community involvement. A tour of the Airport will be included in the visit's itinerary.

Task 1.3 Sustainability Mission Statement

A visioning session will be conducted for the purpose of soliciting input regarding the sustainability and facility development goals and objectives at ELP. The outcome of this session will be a "Master Plan Mission Statement" that will identify a vision, and establish goals and objectives for long-term implementation. This effort will occur concurrently with the establishment of the strategic direction for the master plan update to ensure consistency between the two objectives, and become the foundation upon which the entire planning process will evolve. The outcome will also include direction as to how the sustainability and facility development program will be communicated to airport employees, tenants, and the community.

Task 1.4 Develop Goals and Objectives

Study goals and objectives which reflect the needs and desires of the Airport will be determined. This task is most important, for these goals and objectives will shape the study conclusions. Specific issues to be addressed in the study will be selected and prioritized.

Task 1.5 Prepare Working Paper No. 1

Results of Task 1 will be documented to serve as the primary data reference for the study. The working paper will be distributed for review, and comments received will be incorporated in a revised paper to be inserted into the master plan binders. Narratives of the goals and objectives developed in Task 1 with supporting tables, charts, and other appropriate graphics, will be prepared.

TASK 2 INVENTORY, SURVEYS, AND DATA COLLECTION

The focus of the inventory element is on laying the groundwork for future analysis. The inventories for both the facilities and sustainability elements will be conducted in an integrated fashion, thereby eliminating the need for duplication. The two primary objectives of Task 2 include:

- **Update the Existing Data Base.** The inventory chapters of the existing Master Plan report will be updated to include facilities that have been developed since the last Master Plan; all relevant data will be updated where available.
- **Understand Customer Expectations.** Customer service is important at ELP and final Master Plan recommendations must provide facilities that meet or exceed customer expectations. The inventory task provides an opportunity to understand customer concerns and requirements for level of service. This will be accomplished through a series of interviews and surveys to tenants and passengers.

It should be noted that the purpose of this task is to be a comprehensive and relevant gathering of data for the purpose for assessing future demand, existing capacity and eventual facility requirements and a recommended overall development plan. It is not intended to be the baseline of data for an assess management program, plan or tool, rather the fundamental framework of existing conditions.

Task 2.1 Review Existing Planning Information and On-Going Studies

Existing reports and studies pertaining to Airport development will be reviewed. Studies and reports to be reviewed will include the last Master Plan, any Environmental Assessments or Categorical Exclusions since the last Master Plan (in 2005), PFC applications (for scopes and upcoming projects), and the current CIP, as well as operational data such as based aircraft, fleet mix and aircraft operations. These studies will provide essential background and reference information to enhance understanding of existing and projected Airport activities, as well as provide insight into relevant planning issues and constraints. A brief description of all recommendations, issues, and concerns presented in the various existing or on-going Airport studies will be described.

Task 2.2 Data Collection

The Consultant will review following list of data sources and types with ELP staff to determine which information is readily available from ELP or other existing sources. Relevant and necessary data not readily available from known sources will be collected using a variety of techniques such as site visits, personal interviews, and phone interviews.

- Previous airport master plan and ALP set
- Environmental studies, including USACOE jurisdictional determinations
- Regional environmental studies
- Regional transportation studies
- SWPPP and SPC plans
- Protected environment inventory
- Wetlands and floodplains inventory
- Floor plans of the commercial terminal and other major buildings

- Terminal area master plan
- Buildings and facilities layout and sizes as recorded by airport
- Existing orthophotogrammetry, aerial photography and CADD Files of ELP
- Utility infrastructure and master plans, waterwells, pipeline easements
- Pavement condition and strength reports from Pavement Management Program
- Airfield electrical plans and conditions
- Apron and tie-down plans
- NOAA airport obstruction chart and report
- Aeronautical charts and regional flight publications
- Meteorological data
- ELP capital improvement program
- FAA/TxDOT programmed aviation grant information
- ELP annual financial statements
- Signatory Use and Lease agreement with airlines
- Tenant lease agreements
- Surrounding community parcel map and ownership data
- Fuel flowage activity
- Airport and ATCT historical air traffic statistics
- FBO user data, including aircraft type and time of operation
- ATCT runway usage data
- Airspace structure and any FAA use agreements
- Airport Master Record Form 5010
- FAA historical and forecasted aviation activity
- Local comprehensive plans
- Existing and future land-use maps
- Zoning maps and airport noise/land use regulations
- Airport height zoning ordinances
- Community demographic and socioeconomic statistics and projections
- Municipal development plans adjacent to or near ELP
- Wildlife Assessment report

The collected data will be organized into ten principal categories that roughly correspond to general components/later tasks included in the Master Plan Update. Data collection activities will target known issues. Areas for specific emphasis are noted under each category.

- Airside Facilities – Existing airside facilities such as runways, taxiways, aircraft parking areas and navigational aids (NAVAIDS) will be inventoried, examined, and evaluated. The air traffic environment will be inventoried, including neighboring airports, low and high-altitude routes, terminal procedures, and published approaches. This task will be supplemented by field observations of air traffic procedures. The existing conditions will be compared to FAA guidance and standards in subsequent tasks, identifying any non-compliant or non-standard geometry on the airfield.

Targeted Issues: Runway length, airfield capacity/number of runways, geometry changes-especially runway intersection, airfield modifications to standards and non-standard conditions, control of Runway Protection Zones, and non-compliant airfield configurations.

- Passenger Terminal Facilities – Space allocations by major passenger terminal functions will be catalogued. Aircraft parking positions will be mapped, including locations of ticketing facilities.

Targeted Issues: Balancing terminal functions/areas, checkpoint expansion, apron/gate utilization, improving overall passenger flow, including pedestrian activity to local hotels.

- Landside Facilities – Landside access, roadway, and facility data will be collected including routes to and from the local regional roadway system, coordination with TxDOT, on-airport roadways, parking facilities, vehicle staging and storage areas, and intermodal links. An important goal is to retain the aesthetics of the terminal environment. Overnight parking counts and license surveys will be collected. These data will also be correlated with passenger survey results.

Targeted Issues: Access improvements-especially the connection to I-10, Airways Boulevard, Loop 375, Airport Road, Convair Road, Montana Avenue, Global Reach, and the terminal loop road; terminal area congestion, especially truck traffic; overall parking plan that would consider the feasibility for vertical parking; signage improvements; evaluate intermodal links identified in prior planning.

- Air Cargo Facilities – Air cargo facility data will collected for both for integrated and belly cargo facilities, as well as for apron requirements and landside activities, especially as it relates to accommodating varying sizes of truck trailers.

Targeted Issues: Right sizing of the existing cargo facilities with heavy vehicular truck traffic (i.e. 53-foot trailer stalls utilized by large trailers) and balance with belly freight activity.

- Support Facilities – Other facilities important to the overall operation of the airport will be inventoried, examined, and evaluated. Such facilities will include aircraft hangars, Aircraft Rescue and Fire Fighting facilities, and fixed base operator/general aviation facilities.

Targeted Issues: Long range plan to ensure safe and efficient airport operation; ability to economically satisfy needs for general aviation aircraft storage. Consideration should be given to designating a corporate hangar area and the potential for future relocation of general aviation facilities/reuse of the existing area, expansion areas for existing FBOs, potential need for a GA FIS transient terminal, and consideration of the need/location of a self-service fueling facility.

- Utilities - Main utility lines (electric, gas, water/waterwells, and sewer) serving the Airport will be incorporated from the e-ALP. Locations of main on-airport service lines will be identified using existing data. Data on support systems such as sewage treatment and maintenance facilities will also be assembled. The primary source of the data will be the existing e-ALP. Additional data required to supplement these records will be identified. Supplemental on-site visual observations and, if authorized by the Airport, meetings with local utilities to obtain additional information will be conducted, if required. It may be necessary for the Study Team to perform field surveys to obtain utility information.

Targeted Issues: Ensuring plans are up-to-date, especially on the east side of the Airport along Global Reach. However this does not include any additional areas where non-aeronautical development exists as identified within the Southern Industrial Land Use Plan.

- Airport Environs – This category includes information regarding existing off-airport land uses and future trends; zoning regulations; and socioeconomic/demographic data for the region.

Targeted Issues: Ensuring long range compatibility between the Airport and surrounding land uses; encouraging surrounding jurisdictions to protect the viability of the Airport through appropriate zoning and/or land use policy.

- Environmental Conditions – Environmental data will be collected from available sources as an aid in identifying known constraints that could have an effect on the identification and evaluation of development alternatives for ELP. FAA Order 5050.4B identifies environmental impact categories for analysis in environmental studies.

Targeted Issues: The ELP master plan update will set the stage for the subsequent 5-year development. A 3-year CIP will be developed specifically for supporting a subsequent Environmental Assessment (separate from this Master Plan effort).

- Activity Data – Airport operational information to be collected includes enplaned passengers, number and type of aircraft operations, aircraft fleet mix, and enplaned/deplaned cargo statistics.

Targeted Issues: Consistency with the FAA Terminal Area Forecast; foundation for future capacity-related development.

- Financial Data - Airport financial data related to historical revenues and expenses, lease agreements, and the capital improvement program will be gathered and reviewed.

Targeted Issues: Optimizing the use of existing infrastructure; financial support of the development program; continued Airport self-sufficiency.

Task 2.3 Aerial Photography, Obstruction Analysis, and Survey

Aerial mapping and surveying efforts will be conducted to provide data for site planning purposes, and to provide the base mapping as part of preparing the Airport Layout Plan (ALP) drawing set in accordance with FAA ARP SOP ALP checklist criteria and FAA Advisory Circulars 150/5300-16A, 17B, and 18B. The tasks associated with this effort will include the following:

- Project initiation and coordination
- Capture aerial photography
- Validation of Existing Geodetic Control
- Geo-reference the imagery
- Create digital orthophotography
- Perform airspace analysis (obstruction survey)
- Perform FAR Part 77 Obstruction Survey
- Runway and NAVAID Ground Survey
- Collect digital mapping data
- Perform map accuracy validation
- Airports GIS Formatting GIS Attributes Completion
- Project close-out and final reporting

The above list represents the steps anticipated to be needed in this task. The selected consultant will be required to work with ELP staff in order to develop a more comprehensive detailed task list and list of specific deliverables associated with this task.

Task 2.4 Sustainability Data Collection

During the documentation of existing conditions phase of the airport master plan a baseline sustainable assessment will be prepared in accordance with FAA guidance on Airport Recycling, Reuse, and Waste Reduction Plans, documenting the following:

- Review of the City of El Paso's existing sustainability goals for consideration and incorporation into the Airport's specific goals.
- The Airport's current consumption of resources (i.e., electrical, water, stormwater discharge, solid waste disposal volumes and contracts, air emissions, cleaning and maintenance, etc.).
- Status of current Airport sustainability initiatives (i.e., recycling, noise abatement, use of alternative fuels, etc.).
- Current facility, operational and management challenges facing the Airport that could benefit from implementation of sustainability initiatives.

- Surface transportation management issues facing the Airport that may influence air quality in the region.

Task 2.5 Airfield Operations Observations/Interviews

Field observations from the Air Traffic Control Tower cab and interviews with the ELP Tower chief (or designated representative) will be conducted to develop runway and taxiway use patterns. The data collected will be used to develop and inventory of operating practices and procedures used at ELP and to support subsequent noise contour update efforts.

Task 2.6 Landside Observations/Vehicle Counting Program

Field observations and interviews with local transportation agencies will be conducted to provide a more detailed documentation of access, circulation and parking components at ELP. Specific observations will be conducted during peak times for a period of one week (morning and evening rush hours) to determine the general function of key intersections of the access roadway. Traffic counts will be needed for the terminal area and along Global Reach. TxDOT data for Global Reach will need to be supplemented with tube counts to address the potential impact for additional traffic on Global Reach from TxDOT plans for relief of Montana Avenue.

The focus of these observations will be to determine the general mix of local versus airport traffic, the general impact to the access roadway of this mix, and an estimate of the level of service/functionality of these key intersections in order to adequately assess the facility needs and demand for airport traffic. The observation effort will be supplemented with a vehicle counting program. Up to 25 counting locations will be identified for seven-day traffic counts.

Task 2.7 Tenant Interviews/Surveys

Interviews/surveys of key tenants will be undertaken to collect a variety of data required to build a strong understanding of ELP. Airline station managers will be interviewed/surveyed to determine the enplaning/deplaning characteristics of their passengers (with a focus on checked bag ratios and ratios of passengers using the ticketing lobby). Rental car agencies will be interviewed/surveyed to establish parking requirements (peak period operational requirements and periodic fleet change-out needs). Terminal-based tenants including concessionaires, airlines, TSA will be interviewed/surveyed to determine processing rates for planning purposes, staffing levels, and subsequent employee parking needs. In addition TSA will be interviewed to discuss future needs and check point consolidation.

In addition, tenants will be surveyed a second time to identify employment and operational data needed as part of development of an aviation economic impact study (see Section 8.4). As part of the effort, An FBO survey will need to be conducted to determine what impact of changing state law regarding taxation of aircraft would have in increasing the number of corporate aircraft at the airport.

Task 2.8 Update Noise Data

Runway use (by time of day and aircraft type), actual flows along airways and jet routes, flight paths close in to the Airport, details of the general aviation and military fleet mixes, runway configurations and flight routings used under different weather and instrument/visual conditions will be collected. The Airport has not completed an FAR Part 150 Study; this effort will encompass an update to noise contours only.

Task 2.9 Landside and Terminal Simulation Model

A key part of the eventual evaluation of alternatives will be the operational performance as measured by landside and terminal simulation models. Both models will be developed and calibrated for the Base Year as determined in Task 3 - Forecasts, and against the results of the terminal and landside survey/observation efforts. The analysis will include operational performance of the landside (vehicular) and terminal (passenger/pedestrian) characteristics. The results will be shared with key stakeholders to further validate the results of the calibration process.

Task 2.10 Prepare Working Paper No. 2

A draft working paper, documenting the results of the inventory effort performed under this task, will be prepared. This will serve as the baseline of information for subsequent tasks throughout the course of the Master Plan Update. The working paper will be distributed for review, and comments received will be incorporated in a revised paper to be inserted into the master plan binders.

TASK 3 FORECASTS

The most current edition of FAA Terminal Area Forecasts (2014) will be used as the basis for the aviation activity forecasts for the 20-year Master Plan study period. Aviation activity forecasts are projections of expected demand tied to particular years of the 20-year planning period. To remain consistent with the TAF, the forecast will use a base year of federal fiscal year 2013, and the forecast horizons will be FY 2018 (short-term period), FY 2023 (intermediate period), and FY 2033 (long-term period). This forecast horizon was determined on the premise that the master plan will be completed in the Fourth Quarter of Calendar 2015/First Quarter of Calendar 2016. Note that FAA records will be the principal aviation activity data source, supplemented by other sources of aviation activity data as appropriate. In addition, the FY 2013 base year will not be updated over the duration of the study.

The following levels of aviation activity will be presented:

- **Passenger Enplanements** – The number of commercial service enplanements.
- **Aircraft Operations** – The number of landings and takeoffs performed by local and itinerant aircraft by the following FAA operational categories: commercial, commuter/air taxi, general aviation and military. This data will be developed in sufficient detail for use in developing an updated noise contour.

- **Based Aircraft** – The number of general aviation aircraft stored at the Airport by the following types of aircraft: single-engine, multiengine, turboprop, turbojet, and rotorcraft. Include a review/inventory of based aircraft, including corporate aircraft to be used in support of the forecast of based aircraft and General Aviation operations.
- **Peak Period Activity** – Peak Month, Peak Month Average Day, and Peak Hour Enplaned and Deplaned Passenger activity. Peak Hour Aircraft Operations by Type. For purpose of evaluating GA FIS requirements, peak hour international GA arrivals will be provided.
- **Passenger Airline Design Day Schedules** – Base year and future year design day schedules that approximate a typical peak month average day's flight schedule for passenger airline.

In order to examine the facility impact of possible changes in air service, scenario-based activity estimates will also be provided. These scenario-based activity estimates will not be the official master plan forecast, as the TAF will fulfill that role. However, the scenario-based activity estimates provide alternative forecast tracks and an understanding of the possible impact on the Airport's facility infrastructure if future activity breaks out of historical patterns and is more representative of actual airport growth than the TAF.

Task 3.1 Document Airport's Aviation Environment and Adapt TAF for Use

In order to utilize the FAA TAF as a basis for master planning, a brief overview the Airport aviation environment will be prepared addressing historical aviation activity, area overview and socioeconomic conditions, and other factors affecting aviation. This effort will include a market assessment study to support the planning effort. In addition, the TAFs will be adapted for use in the master plan including extrapolation of future years not included in the TAF and documentation and presentation in a master plan report format.

Task 3.2 Scenario-Based Activity Estimates

In addition to the TAF forecast, three air service scenarios will be prepared and evaluated: An enhanced air service scenario, a decrease in air service scenario, and a greatly enhanced air service scenario. Based on comparative market analysis, existing assessments of the Airport's passenger catchment potential, the market assessment study conducted as part of this master plan, assumed increases in levels of air service, and industry heuristics; annual enplanements and aircraft operations will be estimated. The analysis will also give insight as to how realistic these future air service scenarios are for the Airport.

Task 3.3 Peak Period Activity and Passenger Airline Design Day Schedules

Peak Month, Peak Month Average Day, and Peak Hour Enplaned and Deplaned Passenger activity will be estimated based on historical trends and the annual forecasts of activity associated with the TAF.

Base year and future year Passenger Airline Design Day Schedules that approximate a typical peak month average day's flight schedule for passenger airline will be developed. The design day schedules will list the airline (or future surrogate), the generic aircraft type, the number of passenger seats, the number of passengers, time of operation, and destination or stage length category. Note that the design day schedules do not represent predictions of future activity, but are agreed-to activity models to facilitate more detailed facility planning.

Task 3.4 Fleet Mix/Design Aircraft

The existing design aircraft will be identified based on available data. The future design aircraft needed for facility planning is the largest aircraft conducting or projected to conduct at least 500 annual itinerant operations. The identification of the design aircraft will be coordinated with Airport staff.

In addition, for the noise analysis, a detailed fleet mix will be developed by airline, aircraft type, time of day, and stage length. A database of the existing airline fleet, as well as records of aircraft orders will be integrated into the analysis to predict future fleet changes.

Task 3.5 FAA Review

Following preparation of the base forecast, the forecasts of enplanements, operations, based aircraft and design aircraft, a working paper will be submitted to the FAA for review and approval. No dependent subsequent task will begin until the FAA has completed its review and provided documented approval.

Task 3.6 On-Airport Surface Transportation Forecasts

The purpose of this task will be to define the landside activity levels which will result from the forecast growth in air passenger activity, with regard to airport terminal roadways and parking facilities. The best approach to forecasting surface transportation is to correlate vehicle counts with actual passenger traffic. Every effort will be made to collect passenger counts from the airlines on the days vehicle counts are made. With this data the incremental growth in originating and terminating air passenger activity for each of the horizon years will be used as the basis for developing projections of surface transportation and parking activity demands. Using specially established techniques, as well as nationally accepted procedures, forecasts will be prepared for the growth in vehicular traffic in and out of the Airport, and traffic at key locations as well as curb space activity. The procedures will recognize that not all modes or components will increase at the same rate, making allowances for the differences in available reserve capacity among the different modes. In addition to vehicular and curb space activity, the growth in both rental car usage and parking (including hourly, daily, remote/economy, and employee) will be projected.

Task 3.7 Multimodal Opportunities Analysis

Proposed surface/rail connections between the commercial business district of El Paso and the Airport will be evaluated. In consultation with the City Of El Paso, proposed multimodal alignments to the Airport will be identified. Using the results of the passenger survey, those passengers that would have a propensity to use high occupancy mode of transportation will be identified. A separate origin distribution map for this specific passenger will be developed. Potential ridership on a high occupancy mode will be based on the route alignment, the distribution of likely users of the system along the route, the availability of feeder systems, and acceptable walking distances to individual stations.

Task 3.8 Sustainability Metrics

The sustainability metrics identified in Inventory Task 2.4 will be forecast for future consumption analysis. This information will be used in evaluating alternatives relative to sustainability goals.

Task 3.9 Prepare Working Paper No. 3

A draft working paper, describing the forecast process and results will be prepared. The working paper will be distributed for review, and comments received will be incorporated in a revised paper to be inserted into the master plan binders.

TASK 4 FACILITY REQUIREMENTS / DEMAND CAPACITY

This task of the Master Plan will assess the ability of existing facilities at ELP to accommodate the aviation demand activity forecasts and to identify where and when facility additions and improvements will be needed. The requirements for new or improved facilities can be driven by a variety of circumstances. For example, facilities may be needed to:

- Meet demonstrated capacity shortfalls
- Comply with updated standards developed and adopted by the FAA (or other appropriate regulatory agency). This will include not only plans to meet standards for new facilities but also those that are in an existing non-standard condition, do not meet geometric separation standards, or are candidates for request of a modification of FAA design standards.
- Accommodate the strategic vision for the Airport as adopted by the ELP
- Replace outdated or inefficient facilities

Analysis tools to be employed in this task will include appropriate FAA guidelines, analytical models, best planning practices, standard industry planning factors, and professional judgment. All recommended facility requirements will be tabulated and presented in a working paper.

Task 4.1 Airfield Facility Requirements

The following airfield components will be evaluated.

- **Airfield Capacity** – Will be assessed in accordance with FAA Advisory Circular 150/5060-5, Airport Capacity and Delay.
- **Runway Requirements** – The focus will be on the identifying requirements for the ultimate configuration. Runway length, width, orientation, category, strength, and clearance requirements will be identified for each runway. Runway requirements will be determined considering the design aircraft currently using the Airport and for future critical aircraft that could be expected to use the Airport. Specific areas of emphasis will be the determination of the required length, category, and strength of each runway to offer the best balance of safety, efficiency, feasibility, and operational redundancy. Any areas that are non-compliant will be identified.
- **Taxiway Requirements** – The starting point for this analysis will be the Runway 4-22 report completed in April, 2014. Separation and set back clearance standards will be established for use in future airfield layout work. The standards will include runway to taxiway, taxiway to taxiway, and runway or taxiway to fixed object separations. An evaluation of aircraft circulation will be conducted, which will identify areas of concern (hot spots), or bottlenecks to aircraft circulations. Engineering Brief No. 75, *Incorporation of Runway Incursion Prevention into Taxiway and Apron Design*, and Advisory Circular 150/5300-13A Change 1, *Airport Design*, which now incorporates key elements from Engineering Brief No. 75, will supplement other taxiway design guidance as these facilities are evaluated. Any areas that are non-compliant will be identified.
- **Electronic and Visual Aids to Navigation and Approaches** – Navigational aids (NAVAIDS) will be evaluated. These include ILS, VOR, TVOR, VORTAC, NDB, GPS and DGPS and approach and landing aid requirements, such as PAPI, REIL, and approach lighting systems.
- **Land Acquisition Requirements** – Land that may be necessary to meet current standards for existing facilities will be identified. Land necessary for future facilities, if any, will be addressed during the identification of alternatives and the subsequent selection of the preferred alternative/development program.

Task 4.2 Passenger Terminal Facility Requirements

This task will determine the capacity of the existing terminal "envelope", and identify what, if any, additional area is required to meet future needs. Planning criteria will be established to evaluate existing and future terminal area capacity, with consideration of level of service, industry standard planning factors, flexibility of facilities to meeting alternative demands, and revenue versus nonrevenue space optimization.

Planning criteria will include facility planning factors expressed in terms of facility area (or length) per passengers, or other appropriate unit. Discussions will be held with

Airport staff to obtain initial concurrence with the proposed planning criteria. Utilizing planning criteria, the capacity of the existing terminal area facilities will be estimated for each major terminal area component. The capacities of each major terminal component will be quantitatively compared to identify imbalances and shortfalls. These capacities will be compared to the Base and Scenario enplanement forecasts.

The following passenger terminal facilities will be evaluated.

- Gates and Apron Frontage – Future requirements will be established identifying gate needs. The study will consider the potential for consolidation of gross terminal space needs and reorganization of the gate plan. Consideration will also be given to typical aircraft utilization and tail heights to confirm no additional FAR Part 77 issues arise, given an update to the forecast and critical aircraft.
- Passenger Terminal Building – Within the building itself, future requirements include square feet for major functional elements such as ticket counter, security checkpoints, departure lounges, concessions, restrooms, airline operations, baggage claim, baggage makeup, circulation and public space, mechanical space, and Federal Inspection Services for potential international service. For elements such as ticket counters and baggage claim, projection of the number of processing units will be prepared.

Task 4.3 Access, Circulation, and Parking Requirements

Elements of the ground access system to be evaluated will include:

- Regional transportation network – Generalized areas of improvement required with a focus on airport access to and from I-10.
- On-airport circulation roadways – Generalized areas of improvement with a focus on the Airport terminal loop roadways. The plan should include alternatives that will reduce/eliminate truck traffic from terminal mix.
- Public parking facilities, including the need for a second parking garage. These facilities will be compared to the Base and Scenario enplanement forecasts. In addition, an evaluation of short-term and long-term parking needs will be performed to gauge a price-point for influencing use of long-term parking.
- Rental Car Parking. These facilities will be compared to the Base and Scenario enplanement forecasts
- Bus and Military parking.
- Special considerations for large group pickup
- Employee parking facilities
- Ground transportation services and facilities, such as access to a future consolidated receiving and distribution center.
- Reserved free parking areas for Disabled Veterans

- Pedestrian wayfinding, especially from hotels

Where appropriate, modeling will be utilized to determine and validate the requirements for ground transportation services and consider integration but bus and airline schedules. Requirements will be compared with the existing facilities to determine the facility requirements. These requirements will include: roadway capacities at key locations; curb length by function (enplaning versus deplaning) and by vehicle type (private auto, courtesy shuttles, commercial carriers, etc.); rental car facilities (ready-car return spaces, service and storage areas); parking requirements by type (hourly, daily, and long-term), as well as "secondary" requirements for employee parking, commercial vehicle holding layover areas, and taxicab holding areas.

Beyond the Airport's boundaries, improvements may be required in terms of additional highway capacity, new roads, transit, or light rail. These must be coordinated with regional transportation agencies, TxDOT, and the City of El Paso. An analysis of the need for these types of facilities will be presented to these agencies for review and approval and incorporation into their on-going planning and development efforts.

If there is potential for light rail and/or Bus Rapid Transit, parameters of a more specific nature involving the system and system interface will be evaluated. These parameters would likely involve the following evaluation of applicable technologies:

- Documentation of specific technology parameters (dynamic envelope, catenary requirements, train lengths)
- Right-of-way configurations (single/double track, end-of-line, spur pinch)
- General right-of-way horizontal and vertical alignment (aerial, at-grade, tunnel)
- Station spacing
- Pedestrian access
- ADA compliance issues
- Platform configuration (center, side, flow-through triple platforms)

Information provided will include general information on the guideway, station layout, maintenance facility requirements, Central Control location and requirements (if different than the existing facility), propulsion power substations and equipment rooms.

Task 4.4 Support Facilities

Support facilities to be evaluated will include the following.

- Air Cargo – Building square footage and apron square yardage. Cargo needs will consider a range of operations including combination, integrated, and traditional heavy lift. Determine whether belly cargo is an issue, building square footage requirements, and the optimum location(s) for it to be handled on the airport.
- ARFF – Index, building functional square footage
- Consolidate Receiving and Distribution Center – Identify the feasibility for facility and possible building envelope requirements

- General Aviation – Apron square yardage and tie down spaces, T-Hangar units, conventional hangar square footage, and vehicular parking.
- Aircraft Maintenance – Aircraft maintenance hangar square footage
- Aircraft Fuel Storage – Storage in gallons by type (jet and avgas) and fuel truck storage containment areas
- Deicing – Deicing equipment storage areas and deicing fluid containment
- Airport Maintenance – Building square footage requirements
- Air Traffic Control Tower – Facility siting compliance (including line of sight) and the ability to adapt to forecast airport demand and future development

Task 4.5 Self-Fueling Facility – Initial Business Assessment

The Airport is exploring the opportunity to install a self-serve fueling facility at ELP. Should this Master Plan Update identify that the demand exists for such a facility, an initial business assessment will provide information and data analysis regarding the benefits of a self-serve fueling facility, both tangible and in-tangible, relative to the initial purchase, installation, operations and maintenance costs associated with the operation. The environmental requirements associated with the potential installation will be identified. However, subsequent environmental planning, such as an Environmental Assessment will be completed as a later effort, separate from this Master Plan Update. The tasks associated with this effort will include the following:

- Data Collection
- Identify Trends in General Aviation Pertinent to Fuel Service
- Airport Tenant/Based Aircraft Survey
- Data Analysis and Assessment
- Costs Associated with a Self-Service Fueling Facility
- Cost-Benefit Comparison for Self-Service Fueling Facility

Task 4.6 Utilities

A planning level of detail future requirements for utility systems and functions such as water, sanitary sewer, drainage, deicing, communications, and power will be determined. This analysis will identify broad areas of need, but will not be based on engineering calculations or to an engineering level of detail. Results of the analysis will be presented in tabulation and may be supported by graphics as appropriate.

Task 4.7 Off-Airport Land Use/Noise Screening Analysis

A specific goal of this task is to conduct a noise and land use screening analysis to update the noise contours given the change in fleet mix over the last several years. This will be accomplished by establishing current off-airport land use patterns in approximate vicinity to the Airport's estimated 65 DNL noise contours for FY 2013 and FY 2033. Existing data (from the City of El Paso) including current and future land use maps for the Airport

and its environs will be used as the baseline for assessing land use compatibility. The Airport has not completed an FAR Part 150 Study, and does not intend to at this time.

Task 4.7.1 Establish Existing Land Use Patterns

Utilizing available information such as Comprehensive Plans, Zoning Ordinances, and other relevant planning documentation pertaining to land adjacent to ELP, the generalized land use patterns and zoning in the vicinity will be documented. Land uses generally considered noise sensitive will be identified. Note that this analysis will consider only existing land uses and will not project future land uses for analysis. In addition, it will be based on existing published information sources and does not anticipate field verification of data. The limit of the investigation will be the extent of the 65 DNL contour developed through modeling of future aircraft operations for the base year (FY 2013), 5-year (FY 2018) and future year (FY 2033).

Task 4.7.2 Estimate the Airport's Noise Contours

The 2013 and FY 2033 noise contours will be modeled utilizing the Integrated Noise Model (currently version 8.0) which is the industry standard software model for this purpose. The noise modeling procedure employed in this task will approximate the noise exposure and will deliver contours. Note that this noise analysis will not produce official Noise Exposure Maps for the Airport, as the Airport has not conducted an FAR Part 150 Study. Activities included in this task are the establishment of model inputs (fleet mix, day night split, flight track runway end usage) using generalized methodologies and judgment; modeling 2013, 2018 and 2033 input files using the existing airfield configuration (no parallel runway or extension); and judgmentally reviewing output with ELP to affirm a reasonable output.

Task 4.7.3 Compare Land Uses and Approximate Noise Contours

The base and long-rang future noise contours will be overlaid on a base map with layers depicting the existing generalized land uses. Noise-sensitive uses such as residences, schools, churches, hospitals, day care facilities, etc. will be indicated. Approximate areas of incompatibility will be estimated (residential – houses and apartment buildings; recreational – parks and other recreational facilities by name, institutions – schools, churches, hospitals by name; and other as appropriate).

Task 4.8 OEI Issues and Reviews

The applicability of whether a One Engine Inoperative (OEI) surface would need to be developed will be evaluated. The Consultant will evaluate the need for establishing an OEI surface based on specific aircraft, routings, environmental factors, departure routes, and potential land use impacts. OEI surfaces already implemented at other airports, and basis for implementation, will be researched. A meeting will be held with airline tenants (via teleconference) to discuss critical needs (specific aircraft and destinations relative to El Paso). A determination will be made regarding whether the Airport should pursue the establishment of an OEI procedure.

Task 4.9 Sustainability Facility Requirements (Performance Targets)

In addition to the analysis of facilities detailed in other tasks, an evaluation that compares the benchmarked activities identified in the Inventory Section and forecast of resource consumption in the Forecast Section, against the quantified goals established at the beginning of the study and/or existing regional and/or national guidelines or regulations will be conducted. The evaluation will quantify gaps between stated goals for benchmarked items and existing conditions. This analysis will result in tangible/measurable opportunities for the Airport to identify alternatives that, if implemented, would allow the airport to meet the goals of the present without compromising the ability to reach the needs of the future. The following categories will be included in the evaluation:

- Air quality enhancement and climate change
- Noise abatement
- Water quality protection and conservation
- Energy conservation and renewable energy
- Solid waste reduction and recycling (in accordance with FAA guidance referenced in Task 2.4)
- Hazardous material and waste management
- Materials and resource use
- Natural resources management
- Surface transportation management
- Sustainable site and land use planning
- Socioeconomic enhancement
- Public outreach/involvement

Task 4.10 Prepare Working Paper No. 4

A draft working paper, describing facility requirements will be prepared. Specific practices (either existing or proposed) will be identified relative to a Recycling Plan in accordance with FAA guidance reference in Task 2.4, and included as an appendix to the working paper. The working paper will be distributed for review, and comments received will be incorporated in a revised paper to be inserted into the master plan binders.

TASK 5 DEVELOPMENT/EVALUATION OF ALTERNATIVES AND RECOMMENDED MASTER PLAN

Under this Task, various airport development alternatives will be identified. These alternatives will include innovative and far-reaching options, and will provide for an airport plan that is "balanced", meets or exceeds customer expectations for level of service, and results in a fair and equitable distribution of user fees. For each facility, a range of alternatives will be established. Working with Airport staff, the range of alternatives will undergo a screening process, and up to three alternatives will be selected for more detailed evaluation. The evaluation process is described in more detail below.

The terminal, parking, and access concept work will be carefully integrated into an overall "landside concept" methodology, with the evaluation of alternatives covering the entire package. Key to this task will be to identify the ultimate capacity of the existing terminal area. The overall concept will be tested against a range of forecast scenarios to ensure that it is adequately flexible to meet varying levels of demand.

During the development of facility alternatives which are required to accommodate future demand, or the documentation of renewal and replacement projects necessary to maintain and improve existing infrastructure, sustainability initiatives will be identified to lessen the consumption of environmental resources, or minimize the overall environmental effects of proposed development. Sustainability goals and objectives will also be used as screening criteria during the development of alternatives for the facility requirements or associated renewal and replacement projects.

Task 5.1 Airfield

The timing and need for the upgrade to Runway 8L-26R, the ultimate length and configuration of Runway 8R-26L, and overall runway/taxiway configuration issues per new FAA design criteria, including Runway 4-22, will be the focus of this analysis. Any airfield concepts identified in the Master Plan will be optimized and evaluated with respect to a range of factors including:

- Airfield capacity and delay
- Taxi time and cost
- Environmental impacts including noise and off-airport land use
- Airspace interactions and efficiency
- Construction impacts
- Phasing and costs

Task 5.2 Terminal Complex

Ultimate terminal and concourse configurations will be optimized and evaluated with respect to a range of factors to determine relevance. The factors include:

- Adequate space between concourses and the runway/taxiway system for aircraft taxiing and parking, and for service vehicle lanes
- Number and location of gates for projected airline activity
- Acceptable walking distance for O & D and connecting passengers, particularly given the age of future customers
- Passenger flow to SSCP
- People mover systems to minimize walking distances and connecting times.
- Ticketing, baggage facilities, and other main terminal facilities sized to support the number of associated gates and types of airline operations
- Easy accessibility to parking facilities, whether by pedestrian walkways or people movers.

- Maximizing revenues from retail development in the main terminals and on the concourses
- Ability to facilitate and accommodate growing international activity
- Accessibility to potential light rail station and other ground transportation facilities.
- Economic feasibility
- Environmental sensitivity
- Physical constructability through logical phasing and without undue disruption to operations
- Flexibility for change in airline operations, fleet mix, and technology
- Compatibility with airfield runway/taxiway systems
- Review of terminal space utilization (Concourse B)
- Potential airline relocations with the terminal
- Future terminal expansion options
- Pedestrian wayfinding to hotels on site

Task 5.3 Access, Parking, and Rental Cars

Landside development concepts will be developed in concert with the terminal development concepts. Based on the current physical layout of the Airport landside together with observation of existing conditions, key emphasis must be placed on concepts related to increased roadway/curb space capacity, and enhanced parking.

Potential alternatives to integrate a multimodal transportation facility such as Bus Rapid Transit (BRT) in the terminal area will be identified and evaluated. In addition, alternatives to integrate a multimodal ground transportation center will be evaluated.

Terminal area roadway/curb space concepts will be evaluated in terms of:

- Throughput capacity of the roadway and curb space capacity/flexibility
- Relationship to terminal building configuration
- Required level changes by passengers between curbside and gate
- Integration of CONRAC; convenience of rental car pick-up and drop-off operations for passengers
- Environmental sensitivity
- Potential effect of increasing HOV versus automobile use to ELP.

Parking concepts will be developed and evaluated in support of the overall terminal area development plan. Alternative concepts will be evaluated in terms of:

- Flexibility and expandability to accommodate rapid shift in demand profile due to changes in air service or fares
- Quantity of land devoted to parking
- Pedestrian access between terminal and close-in parking
- Capital costs of on-grade versus structural parking
- Operating costs of shuttle bus from remote lots versus maintenance costs of structured parking

- Distribution of parking supply between hourly, daily and extended term needs

Task 5.4 General Aviation Facilities

Alternative GA development concepts will be developed and evaluated. Evaluation criteria will include:

- Adjacency issues
- Expandability and flexibility
- Integration with other Airport components
- Environmental sensitivity
- Cost

Task 5.5 Air Cargo Facilities

Alternative cargo concepts will be evaluated according to the following cargo facility factors:

- Ability to accommodate existing and future aircraft parking demand
- Order-of-magnitude capital costs associated with the development of the facilities
- Flexibility to accommodate varying lengths of truck trailers
- Ability to attract other cargo-related industrial activities near the Airport
- Flexibility of each proposed layout to adapt to changes in cargo demand and aircraft fleet mix
- Environmental sensitivity
- Ability to meet the calculated and stated cargo demands at ELP

Task 5.6 Support Facilities

A two-step process will be used to develop a preferred layout for remaining facilities at ELP. The first step will be to develop an overall land use plan for the Airport. Parcels available for development will be identified. Alternative land use schemes will be evaluated based in terms of:

- Airfield access requirements
- Compatibility with adjacent uses
- Zoning and land use compatibility
- Access and parking (both on- and off-airport)
- Environmental impacts
- Ability to support collateral commercial development (both on- and off-airport)

Alternative concepts will be evaluated in terms of:

- Number of mode transfers required
- Ease of integration into terminal complex

- Ability to consolidate other services
- Capital cost
- Operating cost
- Ease of implementation
- Revenue collection

Once the overall land use plan has been developed, alternative layout concepts will be identified for each functional area. General characteristics of each area including highway access, BRT, utilization, future needs of adjacent facilities, and environmental features will be identified. Each alternative layout will be evaluated based on facility-specific criteria.

Task 5.7 Preliminary Phasing Plan and Costs

A good long range plan is only as good as its ability to be phased-in through incremental, demand driven development. A phasing plan will be developed for the preferred airport development program that meets both the projected need for future facilities and the Airport's ability to finance construction. A phasing plan for the 5-year, 10-year and 20-year planning horizons will be prepared. Additionally, after concurrence on the phasing plan is received from Airport staff, construction costs for the respective projects within each planning horizon (with specific years when the projects are projected to be needed), will be estimated. The phasing plan will be developed to ensure operational visibility of interim construction, and to take advantage of potential economies of scale.

Task 5.8 Safety Risk Management Panel

This task will consist of two subparts: preparation for a safety risk management panel and panel documentation

5.8.1 Safety Risk Management (SRM) Panel Preparation

Kickoff Meeting – A kick-off meeting will be held with the Airport to establish the preliminary project goals and objectives. At this meeting, the major master plan element alternatives will be reviewed with the client, as well as with other stakeholders identified by the Airport.

Preparation for the SRM Panel – The Study Team will analyze the major master plan element alternatives with respect to potential hazards associated with construction, operation, the interaction among various master plan element alternatives, and other relevant data as may be identified during the kickoff meeting. The Study Team will prepare introductory correspondence for key stakeholders to prepare them for the SRM Panel.

Conducting the Safety Risk Management Panel – The Study Team will coordinate and facilitate an SRM Panel involving Airport Staff, FAA personnel, airlines and other key stakeholders, as may be appropriate, to identify and assess potential safety risks. The process will be tailored to accommodate any procedures and documentation that may be

required by the Airport's Safety Risk Assessment Committee and Safety Risk Management System program, as well as any requirements that may be identified by the FAA's Airports District Office.

The panel will employ SRM Panel facilitation consistent with the requirements of FAA Order 8040.4A *Safety Risk Management Policy* and conduct a Comparative Safety Assessment (CSA) of the selected master plan element alternatives.

5.8.2 SRM Documentation

The Study Team will prepare an SRM Panel Report that describes the results of the SRM Panel risk assessment analysis, Comparative Safety Assessment, required mitigations, responsible parties, and tracking requirements. A draft of the report will be distributed to all SRM Panel participants for review and comment before a final draft is provided to the Airport.

The Study Team will prepare information packets and background materials for distribution to SRM Panel participants in advance of the SRM Panel and delivered to the Airport electronically in PDF format. A Draft SRM Panel Report will be prepared for distribution to SRM Panel participants for review and comment. A Final SRM Panel Report will be delivered to the Airport electronically in PDF.

Task 5.9 Preliminary Financial Feasibility

This task will provide a preliminary financial feasibility analysis for the preferred airport development program as well as a funding evaluation for ELP.

This first part of this task will organize the relationship between capital and operating costs centers and revenue centers, optional allocations of costs and revenue between centers and optional uses of revenues by project type. Additional factors to be considered include the influence of FAA operational restrictions, AIP funds, revenue bond uses, passenger facility charges, airline financial issues and other sources of revenues. A cash flow analysis will be prepared, as well as an identification of rates and charges impact for this alternative for each airport user. Tasks 5.1 through 5.6 will be reevaluated as necessary to make the recommended plan feasible.

Task 5.10 Prepare Working Paper No. 5

A draft working paper, describing the alternatives process will be prepared. The working paper will be distributed for review, and comments received will be incorporated in a revised paper to be inserted into the master plan binders.

TASK 6 ENVIRONMENTAL OVERVIEW / UPDATE AIR QUALITY MODEL

The environmental analysis conducted as a part of this Master Plan will be a key component during implementation of the selected alternative. It will set the stage for

future required environmental permits and will outline the key issues to be addressed in subsequent National Environmental Policy Act (NEPA) documentation required for plan implementation. Following are the goals of this element:

- Ensure that “commensurate weight” is given to environmental factors in the identification and selection of master planning alternatives.
- Identify the major environmental issues of concern regarding regulatory requirements (at all levels) and community acceptability.
- Provide the Airport with a program to address the identified environmental constraints in a manner that helps protect the environment while enhancing the Airport’s ability to proceed with needed improvements.

Task 6.1 Identify Areas of Potential Environmental Impact

FAA Order 5050.4B will be used as a baseline to identify areas of potential environmental impact. There are 24 areas to be addressed (described later in this section). Current and pending federal, state, regional, and local environmental regulations that apply to the Airport area will be addressed. Any known elements of the revised FAA guidelines will be incorporated, including, but not limited to, cultural resources, waters of the U.S., including wetlands, hazardous materials and adverse impact to low income and minority neighborhoods, as applicable.

The environmental data gathering task (during the inventory phase) will be derived from existing Airport documents and available reports prepared by the City of El Paso, or other federal, state, and local agencies. Data will be gathered from various federal, state, and local agencies’ web-based applications, such as EPA’s NEPAassist and USFWS’s iPaC. Information relating to the location of on-airport stormwater management, and fuel storage and transmission facilities will be obtained from the utilities inventory task. Additional information in specific impact categories may be obtained as described in the following task.

The product of this task will be a map of on-airport environmental constraints for use in determining the suitability of areas for potential airport development projects. Environmental constraints of identified acquisition areas will be mapped as allowed by the availability of data.

Task 6.2 Conduct Impacts Analysis

The following summary describes the basic approach to the Environmental Analysis. Under each of the 24 categories, the minimum FAA requirements are summarized and the project approach is described taking into account the above requirements along with other state, regional, and local requirements that have been identified.

Task 6.3 Update Air Quality Model

This task will update the Airport's Air Quality Model, moving to AEDT 2b. The Study Team will discuss with ELP staff the modification of the Airport's current EDMS model to the new system and will reflect current input data.

Task 6.4 Prepare Working Paper No. 6

A draft working paper, describing the Environmental Overview and the process used for updating the Air Quality Model will be prepared. The working paper will be distributed for review, and comments received will be incorporated in a revised paper to be inserted into the master plan binders.

TASK 7 AIRPORT PLANS / eALP

Task 7.1 Airport Layout Plans Set

The Airport Layout Plan drawings, as the record drawing set used for guidance and funding of airport improvements, will be updated to reflect existing and recommended improvements per the master plan preferred development program. The ALP drawings will be prepared using updated mapping and surveying from Task 2.3, and produced in colored format electronically in AutoCAD, and scaled for 30" x 42" sheets, and reduced 11" x 17" sheets for insertion into the narrative report. The deliverable drawing sets will also be saved in a .PDF file format for distribution.

The ALP will be prepared in accordance with the standards set forth in the following national FAA guidance:

- Advisory Circular 150/5070-6B Change 1, *Airport Master Plans*
- Advisory Circular 150/5300-13A Change 1, *Airport Design*
- 14 CFR Part 77, *Objects Affecting Navigable Airspace*

In addition, the ALP will be developed in conformance with the guidelines and checklist found in the FAA Office of Airports (ARP) new Standard Operating Procedure (SOP), *Standard Procedure for FAA Review and Approval of Airport Layout Plans, version 2.00*, and effective October 1, 2013. This SOP establishes uniform procedures for reviewing and approving Airport Layout Plans and replaces previous regional ALP checklists.

The ALP set will consist of the following drawing sheets:

Sheet 1	Title Sheet
Sheet 2	Existing Airport Layout Plan
Sheet 3	Existing Airport Layout Plan (Cont.)
Sheet 4	Future Airport Layout Plan
Sheet 5	Future Airport Layout Plan (Cont.)
Sheet 6	FAR Part 77 Approach Surfaces
Sheet 7	FAR Part 77 Approaches Surfaces (Cont.)
Sheet 8	FAR Part 77 Approach Profiles
Sheet 9	Existing & Future Runway 04 Inner Approach Surface
Sheet 10	Existing & Future Runway 22 Inner Approach Surface

Sheet 11	Existing Runway 8L Inner Approach Surface
Sheet 12	Existing Runway 26R Inner Approach Surface
Sheet 13	Existing & future Runway 8R Inner Approach Surface
Sheet 14	Existing & Future Runway 26L Inner Approach Surface
Sheet 15	Future Runway 8L Inner Approach Surface
Sheet 16	Future Runway 26R Inner Approach Surface
Sheet 17	Airport Property Map
Sheet 18	Exhibit A

Task 7.2 Airport Layout Plan SOP (Checklist) / Exhibit 'A' / Reviews / ALP Deliverables

An FAA ALP Checklist will be completed consistent with FAA ARP SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans, effective October 1, 2013, to accompany the ALP drawings as part of the sponsor and agency review process. The checklist provided in the SOP will document completion of mandatory items, and Sponsor's concurrence with key decision-making in arriving at the developments as depicted on the ALP drawings, including supporting attachments.

In addition, an official 'Exhibit A' will be prepared for the first time. This ALP sheet will be prepared in compliance with AC 150/5100-17 the Standard Operating Procedures for FAA review of Exhibit 'A' Airport Property Maps, FAA ARP SOP 3.00, effective October 1, 2013.

The draft core ALP drawings (Sheets 1, 2, 3, 4, and 5) to the Sponsor for preliminary review will be submitted, and to FAA for concurrence with overall planning recommendations. Following acceptance, the final draft ALP set will be submitted to the FAA for formal review and airspace. Any changes or modifications to the ALP resulting from the completion of development projects during the FAA review process will be noted by revision, and filed for record-keeping purposes. Once approved by FAA, the final ALP will be transmitted to the Sponsor for signatures and final distribution.

Task 7.3 Update eALP

The Airport's existing eALP database will be updated. One of the important components of any ALP is the future development elements. Analyzing where facilities that are planned for in the future are essential in assessing impacts on operations and aviation safety. There are multiple attribute values that can be populated into the status field that allow for the GIS to render a map by its status and for the user to query data based on status. For features that currently do not exist in reality on the Airport, the status field is the key that allows for the rendering and querying of future development. There are three status codes that will be most often used: "SHORT_TERM, which indicates a feature is part of a short term (0-5 years) plan; MEDIUM_TERM, which indicates a feature is part of the medium term (6-11 years) plan; and LONG_TERM, which indicates a feature is part of the long term (11+ years) plan. There are many other status codes including "TEMPORARY" or "WORK_IN_PROGRESS" that will also indicate future development. During data conversion, the appropriate attribute Status Code will be used. Once

populated all features that are on the ALP as part of a future development will then be able to be rendered and queried based on this Status Code field.

Data reflecting AIP projects and proposed future airport configuration(s), keeping it separate from the current (as-built) condition data at the Airport at the request of the FAA will be prepared. The current AGIS workflow will require the proposed future data be delivered in a separate AGIS compliant drawing file; however, it is understood that the future and current data needs to be compiled together for the purpose of delivering the traditional ALP map sheets. The existing ALP and the ELP CIP will be used to identify these future projects. Where any future, preliminary design effort and/or GIS data exists specific to a planned project, it will be converted and uploaded into the FAA database for planning purposes only. It shall meet, at a minimum, the known FAA levels of accuracy as acceptable "for planning purposes only". If no detailed guidance is available, there will be coordination with FAA as to reasonableness and acceptability of data.

Task 7.4 Narrative Report

At the conclusion of this task a narrative report will be produced as Working Paper #7 and will be included in the final report. This chapter of the report will contain approximately 10 pages of narrative and the 17 drawing sheets. The Consultant, will to the extent possible, distribute deliverables as electronic documents via email, or file transfer service. All deliverables will be provided in electronic .PDF format. Distribution of paper copies will be minimized.

TASK 8 FINANCIAL FEASIBILITY ANALYSIS

The financial feasibility analysis will demonstrate the Airport's ability to fund the projects that have been assessed and recommended in the Master Plan Update. The analysis will include

- Identification of potential funding sources for each year of the Master Plan Update (20-year planning horizon)
- A review of the Airport's financial structure relative to an evaluation of the CIP and the ability to fund the recommended projects.
- An analysis of historical cash flow
- Preparation of a pro-forma cash flow analysis and airline cost per enplaned passenger, identifying the Airport's ability to generate capital funds
- Assessment of the Airport's Rate and Charges model, relative to a comparison of industry trends and practices
- Any findings or recommendations on financial best practices that could be implemented to more efficiently support the strategic objectives of the Airport.

For each of the following sub-tasks supporting the financial feasibility analysis, the following efforts, assessments, and/or meetings will be completed:

Task 8.1 Financial Performance and Capacity Analysis

The following will be completed for this task:

- Kickoff meeting
- Compile Historical Revenues and Expenses
- Prepare PFC/CFC Program Summary
- Working Brief - Capital Capacity

Task 8.2 Evaluate Airport's Financial Structure

The following will be completed for this analysis:

- Review Policies, Leases, Agreements, Contracts
- Prepare Document Summaries
- Examine Budget Structure

Task 8.3 Financial Feasibility Analysis

The following will be completed for this financial analysis:

- Implementation Plan supporting the phasing and integration of recommended projects
- Prepare CIP Funding Plan
- Estimate New CIP Project Revenues
- Prepare Pro Forma Cash Flow Projection
- Prepare Cash Flow Projection Sensitivity - 3 scenarios
- Evaluate Sensitivity - Scope Changes to Recommended CIP
- Assess CIP Impact on Airline Rates and Cost Per Enplaned Passenger
- Prepare Survey of Airport Airline Costs Per Enplaned Passenger
- Identify and Evaluate Opportunities for Revenue Enhancement

Task 8.4 Aviation Economic Impact Study

This task will prepare an aviation economic impact study for the Airport. It will generate an estimate of the total economic contribution made by the Airport to the community and the number of jobs it creates, both direct and indirect.

The aviation economic study will also include an assessment of the potential impact to the economy of a change in state law relative to taxes on aircraft. For the Airport, this policy results in the basing of corporate aircraft in New Mexico which might be based at ELP. The information generated by this study will be included in the financial feasibility plan, but will also support the forecasting effort, relative to based aircraft and General Aviation operations. .

Task 8.5 Prepare Working Paper No. 8

A draft working paper, describing the recommended financial feasibility analysis will be prepared. The major components of the working paper will include:

- Identification of potential funding sources for each year of the Master Plan Update (20-year planning horizon)
- A review of the Airport's financial structure relative to an evaluation of the CIP and the ability to fund the recommended projects.
- An analysis of historical cash flow
- Preparation of a pro-forma cash flow analysis and airline cost per enplaned passenger, identifying the Airport's ability to generate capital funds
- Assessment of the Airport's Rate and Charges model, relative to a comparison of industry trends and practices
- Any findings or recommendations on financial best practices that could be implemented to more efficiently support the strategic objectives of the Airport.

The working paper will be distributed for review, and comments received will be incorporated in a revised paper to be inserted into the master plan binders.

TASK 9 PROGRAM PLANNING (INCLUDING ENVIRONMENTAL MITIGATION)

Task 9.1 Final Program Planning

The purpose of this task is to identify the recommended capital improvement program (CIP) for the Airport and to estimate the various development costs, utilizing an appropriate cost index associated with the program. This task will identify the annual CIP funding requirements for the first development threshold of the program, including construction cost estimates, escalation rates, and scheduling of expenditures to determine the need for annual construction funding. These estimates will provide sufficient detail so as to support grant applications for funding assistance and to develop a reasonable financial plan for the Airport. This task will also review construction funding needs for the second five years (intermediate term) and the final ten years of the 20-year planning term (long-term).

During the plan implementation portion of the master plan analysis, sustainability performance targets/benchmarks will be established, and a monitoring program recommended for future measurement. These initiatives will be documented in the Sustainability Management Plan. This task will also provide research regarding sources of funding for sustainability initiatives. These sources may be local, regional, state, federal, and/or non-governmental organizations.

As a part of this task, the Airport's Cost Center Map will be updated.

Task 9.2 Prepare Working Paper No. 9

A draft working paper, describing the recommended development program will be prepared. The working paper will be distributed for review, and comments received will be incorporated in a revised paper to be inserted into the master plan binders.

TASK 10 STATUS REPORTS, DOCUMENTATION AND DELIVERABLES

This element consists of preparing records and documentation of the ELP master planning process. Documentation comprises meeting records/minutes, working papers (described under each element above), the ALP set (described under Task7.1), the final technical reports, and brochures.

Task 10.1 Meeting Minutes

Meeting minutes will be taken at all meetings related to project activities, summarized issues discussed, action items, and recommendations. Attendees at all meetings will be recorded.

Task 10.2 Working Papers

Working papers will be prepared at the completion of each of the previous 9 tasks described above. Their purpose is to document the technical analysis and conclusions reached at key points in the master planning process. All working papers will be delivered electronically. The working papers will be revised for incorporation into the Master Plan Technical Report at the end of the planning process.

Task 10.3 Technical Reports

The primary objective of the reports is to provide an illustrative, readable, and user friendly report that can be easily understood by the general public. Although there will be a great deal of analytical work completed as part of the study, the main report will only present the issues, methodologies, results, conclusions, and recommendations. Where appropriate, color graphics and other illustrative techniques will be used to provide a clear message concerning the future direction of the Airport. Documentation of back-up technical analysis will be in the form of technical appendices.

A draft report consisting of final versions of the Master Plan working papers will be prepared to provide the Airport and FAA with the opportunity for a final review. All final documents will be provided in electronic .pdf format suitable for copies and upload to the Airport's website. 25 copies of the Master Plan Technical Report and 100 Flash Drives will be provided for distribution.

Task 10.4 Summary Brochures

Executive summary brochure will be prepared for both the Master Plan and Economic Impact Study, graphically-oriented and summarizing the findings of the master plan. The executive summaries will be approximately 20 pages, and will be delivered electronically for Airport staff review. All final documents will be provided in electronic .pdf format suitable for copies and upload to the Airport's website. Distribution of paper copies will be minimized. Assume 25 copies of the Master Plan Technical Report and 100 Flash Drives will be provided for distribution.

Task 10.5 Airport Layout Plan

Transmittal packages for submittal of the draft ALP (including the FAA ARP SOP Checklist and brief narrative report) to the Airport, and FAA for review and comment will be prepared. This first draft will be revised and resubmitted as the final draft ALP to the FAA for airspace review, consistent with FAA South Central Airports District Office procedures. After airspace review, the final ALP will be circulated for signatures. These four packages will include the following:

First package (Preliminary Draft), submitted to ELP, and FAA Southwest Region District Office:

- Transmittal letter
- Draft ALP Narrative Report
- Three (3) copies of the Preliminary Draft ALP
- FAA ALP Review Checklist

Revise and submit the second package (Draft ALP) to ELP and FAA South Central Airports District Office:

- Transmittal letter
- Draft ALP Narrative Report
- Three (3) copies of the Draft ALP
- FAA ALP Review Checklist

Revise and submit FAA Airspace Review Package (Third Package: Final Draft ALP) to FAA South Central Airports District Office:

- Transmittal letter
- Narrative Report
- Two (2) copies of the full Final Draft ALP
- FAA ALP Review Checklist
- Twelve (12) full-size folded copies of the Facilities Layout Plan and the ALP plus .pdf versions of each

Revise and submit fourth package (Final, Signed ALP) to ELP, FAA Texas Airports Development Office:

- Transmittal letter
- Two (2) copies of Final Master Plan Technical Document (includes ALP Narrative)
- Ten (10) copies of the Final, Signed ALP (seven copies will be returned to the Airport)
- Original, electronic ALP files via CD-ROM

The ALP Approval Letter received from the FAA will be incorporated into the ALP Cover Sheet.

TASK 11 PUBLIC PARTICIPATION AND APPROVAL PROCESS

Public involvement is a critical component of the Master Plan. The purpose of this element is to establish a process which will build on the existing mutually cooperative and beneficial relationship between ELP and the surrounding community. A public involvement program will be developed by which citizens can receive information, have opportunities to express concerns, share ideas and ask questions. Because of the scope and complexity of the project, it is important that the design of the public involvement program receive as much attention as the technical aspects of the project.

Task 11.1 Develop a Public Involvement Plan (PIP)

A public involvement plan (PIP) for the Master Plan and a schedule of public involvement events will be prepared. The PIP shall consider a variety of forums such as public committees, public information workshops, small group presentations, or project newsletters, and establish the framework expected to be used. The PIP and schedule will be a living document and updated, if needed, as the project develops.

A key part of the PIP will be the identification of key stakeholders. Identification of stakeholders will allow an assessment of their issues of concern, expectations for participation, and the types of information they desire. Appropriate informational materials that effectively communicate project information to the targeted audience can then be developed. Media relations packets summarizing the master plan process and recommended program will be provided for future distribution to appropriate media outlets as needed.

Task 11.2 Public Meetings and Workshops

Public meetings and workshops will be held at key points in the process to establish dialogue and receive input from the community. Up to four (4) public meetings and workshops will be held. Suitable locations will be arranged, and records of attendance and public questions/comments will be maintained. All public meeting and workshop presentation materials will be uploaded to the Airport's website.

Task 11.3 Public Announcements/Legal Notices/Email List

Public announcements in up to three local El Paso newspapers will precede all public meetings and workshops.

The Study Team will assemble existing mailing lists, create a master email list, and maintain it over the course of the study. Emails will be sent to persons on the list publicizing key milestones events in the master plan process such as public meetings. At key times during the master plan process, email "newsletter" updates will be sent to persons on the email list.

Task 11.4 Website Maintenance and Social Media

The Study Team will provide materials to maintain on the Airport website information regarding the master plan including, but not limited to, meetings schedule, agenda, and minutes as well as public master plan chapters as they are completed.

Information will be provided to update the Airport's Facebook page and media briefing packets will be prepared for distribution prior to each public meeting.

Task 11.5 Technical Advisory Committee

A Technical Advisory Committee (TAC) will be established for the purpose of reviewing technical analysis at key points in the study, providing technical input to the study team, distributing data, and serving as a conduit between interested parties and the Study Team. Up to seven (7) TAC meetings will be scheduled: 1) during project initiation, 2) inventory, 3) forecasts, 4) facility requirements, 5) alternatives identification and analysis, 6) alternative selection and 7) recommendations. The committee should include both aviation and community representatives.

Task 11.6 City Council Briefings

Two presentations will be delivered to City Council. The first will be a briefing at the end of the planning process to provide an overview of master plan recommendations. This meeting will occur before the final Public Meetings are held. The second presentation will provide a summarization of master plan results.

Task 11.7 Project Management and Quality Assurance

This task shall include:

- **Project Management** - The Consultant will manage the project in a professional manner, will assign qualified individuals or subconsultants to the project, and will complete efforts within the published schedule. Ongoing tasks will include preparation and coordination of periodic meetings including the development of summary meeting minutes, task element setup and oversight, and overall daily administration to conduct the project.

- Quality Control (QC) Reviews – The Consultant will conduct in-house quality control reviews of all draft deliverables, including master plan chapters, technical memoranda, ALP drawings, and related documentation prior to submittal to ELP and other stakeholders.

Task 11.8 Additional Services to be Identified

As part of the RFQ response to this Scope of Work, the Study Team is given an opportunity to suggest any additional services that it may suggest to strengthen the overall study scope.

TASK 12 PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

A Pavement Maintenance Management Plan (PMMP) will be completed. This will take into consideration the recently completed evaluation for Runway 4/22 and portions of Taxiway K, as well as the reconstruction of Runway 8L/26R. The assessment will include the following:

Task 12.1 Inventory

- Obtain and review previous reports and record drawings
- Review existing and future aircraft traffic information, as completed with this Master Plan
- Perform borings and obtain soil samples for testing where issues have been identified and confirmed with the Airport
- Perform non-destructive testing in accordance with the current version of FAA Advisory Circular 150/5370-11.
- Perform pavement condition survey and inventory pavement distresses in accordance with ASTM D5340-11.

Task 12.2 Evaluation

- Determine the existing and predicted Pavement Condition Index of existing pavements in accordance with the current version of FAA Advisory Circular 150/5380-6
- Determine structural capacity of existing pavements in accordance with the current version of FAA Advisory Circular 150/5370-11
- Determine remaining service life of existing airfield pavements
- Identify existing airfield pavement deficiencies

Task 12.3 Recommendations

Based on the findings and evaluation, a schedule of pavement rehabilitation improvement projects will be completed. Cost estimates will be provided, and a schedule of

maintenance projects will be identified. These costs and schedules will be incorporated into the Airport's overall CIP as part of the Master Planning effort.

Task 12.4 Pavement Management System

A pavement management system will be developed in accordance with the current version of FAA Advisory Circular 150/5380-7. All drawings must be submitted in an AutoCAD format compatible with the FAA's and the City's GIS and the eALP/AGIS programs. Pavement condition and strength data as well as supporting documentation shall be submitted in both hard copy and electronic formats, including MicroPAVER files. Training materials will be developed and provided to the Airport. A training program (up to three 8-hour sessions) will be conducted for Airport staff.

EXHIBIT "B"

El Paso International Airport Master Planning Services

Master Plan Tasks

Task	Description	Fee by Task	% of MP
1	Study Design/Project Management Pre-Planning	\$30,646	1.53%
2	Inventory of Existing Conditions	\$297,383	14.87%
3	Forecasts	\$150,775	7.54%
4	Facility Requirements / Demand Capacity	\$294,232	14.71%
5	Development / Evaluation of Alternatives and Recommended Master Plan	\$317,390	15.87%
6	Environmental Overview / Update AQ Model	\$83,912	4.20%
7	Airport Plans / eALP	\$133,344	6.87%
8	Financial Feasibility Analysis	\$130,458	6.52%
9	Program Planning (including Environmental Mitigation)	\$65,612	3.28%
10	Status Reports, Documentation and Deliverables	\$92,832	4.64%
11	Public Participation and Approval Process	\$177,577	8.88%
12	PMMP	\$164,120	8.21%
	Expenses	\$61,725	3.09%
	TOTAL	\$2,000,005	100.00%
	Fee on previous submittal	\$2,583,747	
	Reduction (3/1/16)	\$583,741	
	%	22.58%	

[illegible]

**El Paso International Airport
Master Planning Services**

Master Plan Tasks		Original Fee	Fee by Task	% of MP	Summary of Changes
Task	Description				
1	Study Design/Project Management Pre-Planning	\$36,166	\$30,646	1.53%	Assumes that tick-off and inventory will be same trip
2	Inventory of Existing Conditions	\$393,000	\$297,300	14.67%	Reduced boundary survey (effort by mapping company), based on the assumption that the Airport has (or will obtain) metes & bounds or boundary survey data in support of the Exhibit A. Also, does not include planimetrics for the FAR Part 77 areas, but that is not a requirement under current FAA guidelines. MCI reduced tube counts from 25 locations to 18. NWA will set up the Traffic Observations program and will provide staff to orient MCI personnel on observations. Will be a combined effort between KSA and MCI. Reduced based on RS&H's CAST (Terminal pedestrian modeling effort) between inventory and alternatives; also, limited the modeling to the checkpoint area only. Assumes some data coming from the airport and fewer details in working paper.
3	Forecast	\$214,000	\$160,775	7.54%	Ricardo & Associates provided being metes based on specific staff vs. category, resulting a reduction in the overall fee. MCI reduced the Multimodal Opportunities Analysis to a review of existing documents and providing input for future alternatives analyses (from \$45,000 to \$30,000).
4	Facility Requirements / Demand Capacity	\$445,000	\$294,232	14.71%	Assessed overall effort required for all field demand capacity and revised workshop effort slightly. Re-balanced effort for environmental planning tasks. MCI made reassessed effort based on existing current data and reduced overall fee by \$30,000. Reduced documentation effort, since much will be coming from subcontractors. Assumes noise contours for out-year only. Land use inventory will be based on existing conditions and updates from airport staff. For sustainability, we provide a list of performance targets and benchmarks for discussion and inclusion in the CIP.
5	Development / Evaluation of Alternatives and Recommended Master Plan	\$370,200	\$317,250	15.67%	Ricardo & Associates provided being rates based on specific staff vs. category, resulting a reduction in the parking fee of nearly \$30,000. Eliminated the self-driving facility as a stand-alone assessment. Will review funding as part of the typical CA component of a master plan. MCI made reassessed effort based on availability of data. Assumes working paper will include less details (although information will still be provided to the Airport).
6	Environmental Overview / Update AD Model	\$131,473	\$83,912	4.20%	Assessed effort to supplement financial planning component, resulting in some documentation efforts. Reassessed impact effort based on ELP comment; assumes noise contours and air quality assessment for 20-year and preferred development plan.
7	Airport Plans / eALP	\$180,107	\$103,344	6.67%	Reduced some effort assuming availability of CAD files from 2014/2015 FAA approved ALP set. Also assumes airport to provide boundary survey data with metes and bounds.
8	Financial Feasibility Analysis	\$110,055	\$100,450	6.52%	This actually went up, as we had previously discussed, relative to the increased effort for the Economic Impact Analysis. A glossy, summary brochure for the EIS is not included in this estimate; it only includes a report.
9	Program Planning (Including Environmental Mitigation)	\$87,069	\$65,612	3.28%	Assessed effort to supplement financial planning component.
10	Status Reports, Documentation and Deliverables	\$120,034	\$92,832	4.64%	Eliminated formal "minutes" from meetings. Will provide summaries as necessary. Assumes details of assessments will be provided to the Airport, but final documentation will have fewer details.
11	Public Participation and Approval Process	\$163,020	\$177,577	8.68%	Assumes fewer attendees at public workshop
12	PHMP Expenses	\$330,900	\$164,120	8.21%	Reduction made due to availability of files from previous consultant.
		\$92,103	\$81,725	3.09%	Reduced PHM trips from twice per month to once per month. Reduced Air and Marcus to two trips each versus three. Reduced Gary and Evan to two trips each versus four. Reduced Bonnie's trips from three trips to two. Reduced Houston trips from 18 to 12.
TOTAL		\$4,293,141	\$2,880,000	100.00%	
Fee on previous submittal Reduction (3/1/16)			\$2,593,747		
			\$300,741		

EXHIBIT "C"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver -- Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subcontractors.**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

**10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(all contracts)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



EPIA Master Plan Update & Financial Services

Strategic Plan Goal:

- 1) Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development***

February 24, 2016



EPIA Master Plan Update

Project Limits



Airport Highlights:

- Nearly 7,000 acres of land
- Average 7,600 passengers per day
- Open 24 hours day, year round
- Over 3,000 people work at the airport (inc. airlines, concessions, contractors, government agencies)
- 3 Industrial Parks
- 4 Airlines – 46 daily departures (Allegiant will start operations in May)
- 320+ agreements with business partners resulting in annual revenues of \$36,000,000
- Aviation and Non Aviation Users
- Butterfield Golf Course
- FTZ No. 68
- Major Development to the East (hospital and community college)
- Avg. \$120M 5 year CIP



EPIA Master Plan Update

Need and Purpose

- Last Master Plan update was in 2005
- CONRAC is the last major element from the approved 2005 program (open in June 2016)
- Required by the FAA in order to be eligible for grant funding
- Comprehensive Planning Document
- Supports the systematic growth of the airport for the next 20 years
- Will capture current and future trends of the industry
- Capture all updated FAA design and operation standards
- Essential to financial and operation sustainability
- Will provide the public the opportunity to participate in the development of the master plan



EPIA Master Plan Update

Scope of Work

The major tasks to be accomplished in preparing the Master Plan are as follows:

- Project Design
- Inventory, Surveys, and Data Collection
- Forecasts
- Facility Requirements/Demand Capacity
- Evaluation of Alternatives and Recommended Master Plan
- Environmental Overview / Update Air Quality Model
- Airport Plans/eALP
- Financial Feasibility Analysis
- Program Planning (Including Environmental Mitigation)
- Status Reports, Documentation and Deliverables
- Public Participation and Approval Process
- Pavement Maintenance Management Plan (PMMP)



EPIA Master Plan Update

Scope of Services

A list of study issues and focus areas of the master plan update is as follows:

- Updated Design Standards – Feb 2014: Recommendations on any non-compliant airfield configuration layouts
- Assess remaining FAR Part 77 obstruction issues around the terminal building associated with Runway 4 and 8R.
- Assess the demand for long-term upgrade of Runway 8L-26R to air carrier status, relative to capacity as well as preservation of aviation resources and land use.
- Validate assumptions from the 2005 Master Plan relative to the third air carrier runway.
- Identification for expanded Remain-Over-Night/Remain All Day (RON/RAD) Parking, especially for diversions.





EPIA Master Plan Update

Scope of Services

- Concourse A evaluation to bring up to Concourse B standards.
- Evaluate the potential for improved post-security concessions.
- Evaluate options to increase the number of restrooms.
- Study alternatives for checkpoint expansion on the second level to eliminate first floor queuing area.





EPIA Master Plan Update

Scope of Services

- Evaluate timing and need for new General Aviation development north of Runway 8L-26R. This may include relocation of T-hangars adjacent to the terminal building.
- Evaluate future use of support area adjacent to the terminal area which includes cargo, GSE maintenance, and airport support facilities.
- Evaluate potential for future relocation of general aviation facilities and reuse of the existing area.
- Economic Development with compatible Land uses

LEGEND

LAND USE	APPROX. ACREAGE
PROPOSED GENERAL AVIATION USES	375
PROPOSED COMMERCIAL/RETAIL USES	343
PROPOSED RESORT HOTEL USES	32
PROPOSED HOTEL USES	19
DEFENSE INDUSTRIAL USES	116
PROPOSED INDUSTRIAL USES	1,161
PROPOSED OFFICE USES	178
PROPOSED MIXED USE	125
PUBLIC PARK RESERVE (Area to be determined)	7
PROPOSED AIR CARGO USE	107
AIRFIELD	2,283
RECREATIONAL USES	240
PROPOSED ROADS	

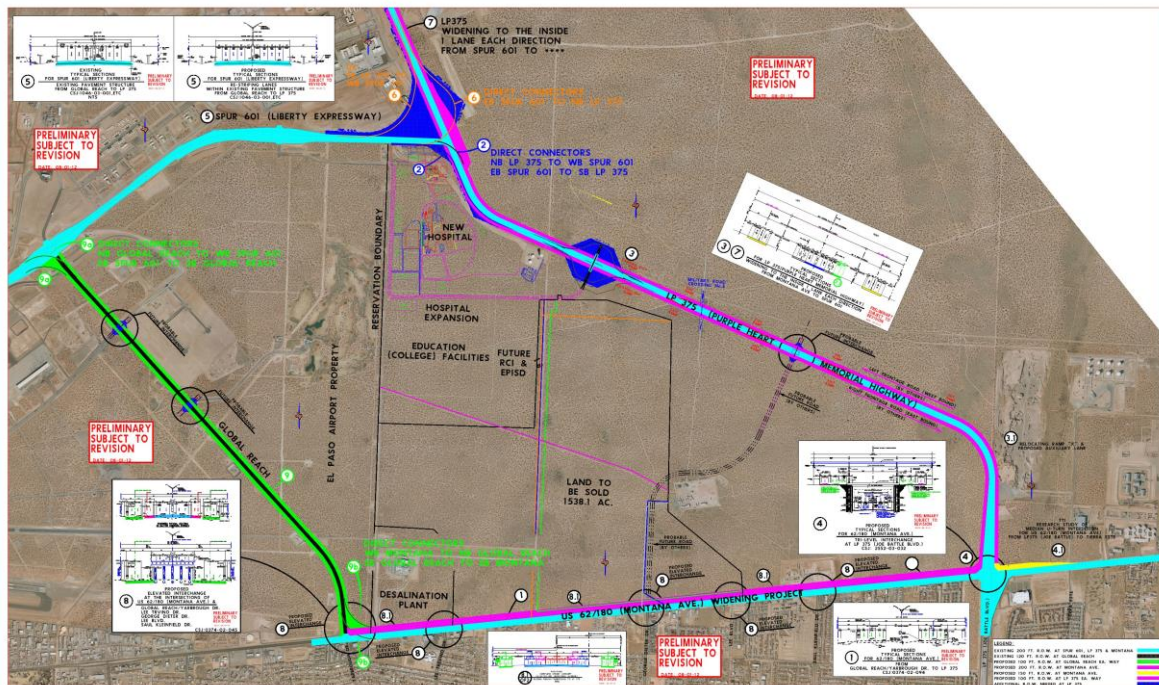




EPIA Master Plan Update

Scope of Services

- Perform an aviation economic impact study.
- Ensure future TxDOT improvements to Montana Avenue and Global Reach are compatible with the Airport's future proposed development.



"Delivering Outstanding Services"



El Paso International Airport

Financial and Planning Services

Financial Services:

- Airline Rates and Charges
- Business and Financial Planning
- Development of Policies
- Planning and coordinating meetings with stake holders
- Cash Flow
- Bond Reports
- Recommendations on CIP

Planning Services:

- Airfield and Airspace Studies
- Technical assistance on airport related issues
- Land Use Planning
- Aviation Forecasts
- Environmental Documents
- Feasibility Studies



EPIA Master Plan & Financial Services

Schedule

Master Plan:

- \$2,000,006
- 18 months
- Fee is being negotiated with selected firm
- Funding:
 - PFC

Financial and Planning Services:

- On-Call contract
- \$750,000 for 3 years
- 1 year option for and additional \$250,000
- Funding:
 - Varies (EPIA, AIP, PFC)

RS&H was the highest ranked proposer through RFQ Solicitation 2016-273R

Local Subs: Lopez Marketing Group and Moreno Cardenas, Inc.

- 3 Firms submitted SOQs (non local)



EPIA Master Plan & Financial Services

Questions?